LHR DOO
Broj: 137/22
Datum: 23.12 2022 god.
BEOGRAD

PILING CONSTRUCTION SUBCONTRACT

桩基施工分包合同

PODUGOVOR ZA IZGRADNJU ŠIPOVA

Party A: SHANDONG LUQIAO GROUP CO. LTD

OGRANAK BEOGRAD-Novi Beograd

Strana A: SHANDONG LUQIAO GROUP CO. LTD

OGRANAK BEOGRAD-Novi Beograd

Party B: PRIVREDNO DRUŠTVO ZA PROMET, GRAĐEVINARSTVO I INŽENJERING LHR DOO BEOGRAD (NOVI BEOGRAD)

Strana B: PRIVREDNO DRUŠTVO ZA PROMET, GRAĐEVINARSTVO I INŽENJERING LHR DOO BEOGRAD (NOVI BEOGRAD)

桩基施工分包合同（编号：2022-ERGS-XSTL-LW-033），于 2022 年12 月29 日在苏博蒂察签订，签约双方：

PILING CONSTRUCTION SUBCONTRACT(NO.:2022-ERGS-XSTL-LW-033) is concluded in Subotica, on 12.29 2022, between:

PODUGOVOR ZA IZGRADNJU ŠIPOVA(Br.:2022-ERGS-XSTL-LW-033) zaključen je u Subotica, 12.29 2022, između:

甲方/ Party A/Strane A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije i Kine 4, 11070 Novi Beograd. Represented by / koga zastupa Mr. Wang Yong

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乙方/ Party B/Strane B: PRIVREDNO DRUŠTVO ZA PROMET, GRAĐEVINARSTVO I INŽENJERING LHR DOO BEOGRAD (NOVI BEOGRAD) MB:07555199, PIB: 101686316, Tadije Sondermajera 10J, 11070 Novi Beograd. Represented by / koga zastupa Zora Jojić

为完成匈塞铁路诺苏段二标项目 Km131+830 桥梁试验桩的桩基施工工作，甲方委托乙方提供桩基施工服务。经协商，双方达成如下协议：

In order to complete the construction of the piling construction of the Km131+830 bridge test pile for the Civil and Track Engineering (Lot NS-II) on Modernization and Reconstruction of Hungarian-Serbian Railway Connection in the Territory of the Republic of Serbia, For Section Novi Sad-Subotica-Border (Kelebia), Party A entrust Party B to provide piling construction services. After negotiation, both parties reached the following agreement:

Da bi se završila izgradnja šipova mosta Km131+830 ispitni šip za železnice (LOT NS-II) na modernizaciji i rekonstrukciji mađarsko-srpske železničke veze na teritoriji Republike Srbije, za deonicu Novi Sad -Subotica-Granica (Kelebija), Strana A poverava Strani B da pruži usluge izgradnje šipova. Nakon pregovora, obe strane su postigle sledeći dogovor:

1. 分包范围和合同组成/Subcontract Scope and Composition / Obim i sastav Podugovora

1.1 分包范围/Subcontract scope / Obim Podugovora

1.1.1 工程地点：塞尔维亚伏伊伏丁那自治省

Project Site: Vojvodina, Serbia.

Lokacija projekta: Vojvodina, Srbija

1.1.2 工程名称：匈塞铁路诺苏段二标 Km131+830 桥梁试验桩桩基施工项目

Project Name: Piling Construction for Km131+830 bridge test pile of Hungarian-Serbian Railway NS-II Project.

Naziv projekta: Izgradnja šipova za probni šip mosta Km131+830 projekta Mađarsko-srpske železnice NS-II.

1.1.3 施工范围/Construction scope / Obim izgradnje:

1.1.3.1 匈塞铁路诺苏段二标项目 Km131+830 桥梁试验桩的桩基工程，如下表所示。

Piling construction of the Km131+830 bridge test pile of the Hungarian-Serbian Railway NS-II Project, as shown in the following table.

Radovi na izgradnji šipova nekih Km131+830 mostovni ispitni šip Mađarsko-Srpske železnice NS-II, kao što je prikazano u sledećoj tabeli.

编号 NO. br.	桩基类型 Types of piles Vrste šipova	桩径 Diameter of Piles Prečnik šipova (m)	桩数量 Quantity of Piles Količina šipova (piece)	桩总长 Total Length of Piles Ukupna dužina šipova (m)
1	试验桩 Test pile Probnog šipova	1.2	1	39
2	辅助桩 Auxiliary pile Pomoćna šipova	1.2	2	60

1.1.3.2 具体工作内容包括但不限于：钢护筒安置、桩基钻孔、钢筋笼安置、灌注导管安装、混凝土灌注、泥浆制备和处置（若有）、测量孔深、拔除导管、拔除护筒、现场安全维护、编写施工日志、钻孔记录、灌注记录、完成业主、监理和甲方要求的资料文件并上交给甲方、配合桩基检测工作及为完成桩基工程所做的其他附属工作，并按照政府及雇主的要求进行相应调整。

The work scope include but not limited to: casing installation, drilling the hole,reinforcement cage installation, tremie pipe installation, concrete casting, preparation and disposal of slurry or bentonite (if any), hole depth measurement, removal tremie pipe, removal casing, safety maintenance, composition of construction log, drilling records, casting records, and complete documents in accordance with the Employer, Supervisor and Party A's requirements, and submit these documents to the Party A, pile foundation test cooperation, and other ancillary works in order to implement pile foundation work, and do corresponding adjustment according to the Employer and Supervisor's requirements.

Obim radova uključuje, ali nije ograničen na: postavljanje kolona, bušenje rupe, montažu armaturnog koša, montažu kontraktorske cevi, betoniranje, pripremu i odlaganje isplake ili bentonita (ako postoji), merenje dubine iskopa, uklanjanje kontraktorske cevi, uklanjanje kolona, sigurnosno održavanje, popunjavanje građevinskog dnevnika, zapisa o bušenju i betoniranju šipova i kompletne dokumentacije u skladu sa zahtevima Naručioca, Nadzora i Strane A, i dostavljanje ove dokumentacije Strani A, saradnju u ispitivanju šipova i drugim pratećim radovima u cilju izvođenja radova na izradi šipova i odgovarajuća prilagođavanja prema zahtevima Naručioca i Nadzora.

1.2 合同组成/Subcontract Composition / Sastav Podugovora

1.2.1 本合同文件及附件/This Subcontract and Appendixes / Podugovor i prilozi;

1.2.2 施工图纸、技术规范/Execution Design Drawings and Technical Specifications / Projekat za izvođenje radova i Tehničke specifikacije;

1.2.3 监理工程师工作指令（如果有）/Work Instructions from Supervising Engineer (if any) / Instrukcije za rad od Nadzornog inženjera (ako ih ima);

1.2.4 甲方管理性文件、会议纪要和甲乙双方工作联系单/The managing documents of Party A, meeting minutes, contact sheet of both parties / Administrativni dokumenti Strane A, zapisnici sa sastanaka, lista kontakta obe strane.

2. 合同价格/The Subcontract Price / Cena Podugovora

2.1 本合同为固定单价合同，合同价中包括了为完成本合同所列的工程项目的所有费用，也包括乙方为完成合同约定工作内容所做的其他直接和间接工作。

This is a fixed-price Subcontract, the Subcontract price includes the cost of all works in order to fully perform this Subcontract, as well as direct and indirect works done by Party B in order to finish works of the Subcontract.

Ovaj Podugovor je sa fiksnom cenom, cena Podugovora uključuje troškove svih radova u cilju potpunog izvršenja ovog Podugovora, kao i direktne i indirektne radove koje je izvršila Strana B da bi završila radove Podugovora.

2.1.1 试验桩的施工价格为 220.50 欧元/米，辅助桩的施工价格为 191.24 欧元/米。混凝土浇筑和安装钢筋笼的价格包含在钻孔单价中。

The Unit Price of boring for test pile with casing or with bentonite suspension is 220.50Euro/m.and for the auxiliary piles 191.24 EUR/m. The price of fresh concrete mixture casting and installation of reinforcement in the pile are included in the unit price of the pile drilling.

Jedinična cena bušenja za probne šipove sa omotačem ili sa bentonitnom suspenzijom je 220,50 evra/m, a za pomoćne šipove 191,24 evra/m. Cena ugradnje sveže betonske mešavine i ugradnja armature u šip je urač unata u jediničnu cenu bušenja šipova.

2.1.2 额外的设备（完成 39m 桩基所需增加的护筒和导管）从乙方基地运至现场和运回的单价为 3,200.00 欧元/全套。机械（全套，包括钻孔机械、起重机、挖掘机等）和设备当地拆装运输费单价为 3,200.00 欧元/全套。

The Unit Price of additional equipment(Additional casings and tremie pipe to complete the 39m pile)from Party B's base to the site and back is 3,200.00Euro/whole set. The Unit Price of local transport of machinery (whole set, including boring machinery, crane, excavator, etc.) and equipment with assembly and disassembly of the machine is 3,200.00Euro/whole set.

Jedinična cena dodatne opreme (dodatna kućišta i cev za dovršavanje gomile od 39 m) od baze Stranke B do lokacije i nazad je 3.200,00 evra/ceo komplet. Jedinična cena lokalnog transporta mehanizacije (ceo komplet uključujući mašinu za bušenje, dizalicu, bager i dr.) i opreme sa montažom i demontažom mašine je 3.200,00 evra/ceo komplet.

2.1.3 试验桩的钻孔长度按实际长度计算（桩长=地面标高-设计桩底标高）。

辅助桩的钻孔长度应根据施工图/批复的试验桩方案的设计长度计算，盲钻超过 3m 的情况除外，在这种情况下，超过 2m 的额外盲钻将根据第 2.1.1 条中的价格计算。混凝土预计损耗率为 10%。超出设计桩位 1m'的混凝土浇筑不包括在混凝土过度损耗中。

The drilling length of the test pile is calculated according to the actual length (Length = Ground Level - Pile Bottom Level of design).

The drilling length of the auxiliary pile shall be calculated according to the design length of the submitted construction drawings/approved method statement of test piles, except in cases when blind drilling exceeds 3m, in that case, additional blind drilling which is over 2m will be calculated according to the prices from

clause 2.1.1. The estimated concrete overconsumption is 10%. Concrete for concreting of 1 m' above the designed pile level is not included in the concrete overconsumption.

Dužina bušenja ispitnog šipa se izračunava prema stvarnoj dužini (Dužina = Nivo tla - Nivo dna šipa u projektovanju).

Dužina bušenja pomoćnog šipa se izračunava prema projektnoj dužini dostavljenih građevinskih crtež a/odobrene metode ispitivanja šipova, osim u slučajevima kada slepo bušenje prelazi 3m. U tom slučaju će se dodatno slepo bušenje koje iznosi preko 2m obračunavati prema cenama iz tačke 2.1.1. Predviđeni rastur betona iznosi 10%. U rastur betona ne ulazi beton za betoniranje 1 m' iznad projektovane kote šipa.

2.2 预计合同总价款为 26,473.90 欧元（大写：贰万陆仟肆佰柒拾叁点玖欧元）（计算过程详见价格表），工程最终总价款应由甲方确认的实际完成工程量决定。

The estimated contract amount is 26,473.90 Euro (in words:twenty-six thousand four hundred seventy-three point nine Euro) (refer to the price list for the calculation process). The final total price of the Subcontract shall be subjected to actual completed project quantities in the quantity measurement report, which should be confirmed by Party A.

Procenjeni iznos ugovora je 26.473,90 evra (slovima: dvadeset šest hiljada četiri stotine sedamdeset tri tačka devet evra) (pogledajte cenovnik za proces kalkulacije). Konačna ukupna cena podugovora će biti usklađena sa stvarno realizovanim količinama projekta datim u građevinskoj knjizi, koji treba da potvrdi Strana A.

价格表 PRICE LIST CENOVNIK

细目编号 NO. Br.	细目名称 DESCRIPTION OF WORKS OPIS RADOVA	单位 UNIT Jedinica	预估数量 Estimated Quantity Procenjena količina	不含税单价 Unit price without VAT Jedinična cena bez PDV-a (EUR)	合价 Price Cena (EUR)
1	Ø1.2m 试验桩 Ø1.2m Test pile Ø1,2m Probnog šipova	m	39	220.50	8,599.50
2	Ø1.2m 辅助桩 Ø1.2m Auxiliary pile Ø1,2m Pomoćna šipova	m	60	191.24	11,474.40
3	额外设备运输-非现场转移 Transport of additional equipment (additional casings and tremie pipe) - Base-to-Site-to-Base Transportation Transport dodatne opreme (dodatna kućišta i tremie cevi)- od baze do lokacije i nazad	项/套 Lump sum/whole set Paušalni iznos/ceo komplet	1	3,200.00	3,200.00
4	机械运输-现场转移 Mechanical Transportation - Transportation of machinery among sites Mehanički transport - Prevoz mehanizacije između lokacija	次/套 Times/whole set Vremena/ceo komplet	1	3,200.00	3,200.00
合计/Total/Ukupno (EUR)					**26,473.90**

2.3 除非另有规定，本合同 2.1，2.1.1 和 2.1.2 条款中的单价在合同期内不得进行调整。

Unless otherwise stipulated, the unit price stated in clause 2.1, 2.1.1 and 2.1.2 shall not be adjusted during the Subcontract period.

Osim ako nije drugačije određeno, jedinična cena navedena u tački 2.1, 2.1.1 i 2.1.2 neće se menjati tokom perioda Podugovora.

2.4 本项目价格包括除了增值税外的所有税金，且无论合同履行期间工程当地税收情况发生如何变化。甲方没有义务代乙方交纳任何税款，即使该税款与工程施工有关。

The Subcontract price includes all the taxes and fees except VAT. Party A has no obligation of paying any taxes and fees to Party B, no matter if there is any tax-changing occurs during the period of Subcontract performance, even though the taxes are related to construction works.

Cena Podugovora uključuje sve poreze i naknade osim PDV-a. Strana A nema obavezu plaćanja bilo kakvih poreza i naknada Strana B, bez obzira da li dođe do promene poreza tokom perioda izvršavanja podugovora, iako se porezi odnose na građevinske radove.

2.5 本合同没有预付款。乙方完成合同约定的工作内容，双方办理完结算后，甲方 15 个工作日内支付 100%完成工程价款。

There is no advance payment in this Subcontract. After Party B completes the work content stipulated in the contract, after both parties complete the settlement, Party A shall pay 100% of the completed project price within 15 working days.

Ovim Podugovorom nije definisan avans. Nakon što Strana B završi radni sadržaj predviđen ugovorom, nakon što obe strane završe poravnanje, Strana A će u roku od 15 radnih dana uplatiti 100% od cene završenog projekta.

3.计量方式和付款方式/Method of Quantity Measurement and Payment / Način obračuna količina i način plaćanja

3.1 合同约定的工程全部完成，并经监理工程师签字确认合格后，甲方通知乙方编制最终申请支付证书，乙方应在收到通知后 20 日内完成编制并上报甲方审批。

Quantity measurement after completion of contracted works: after completion of contracted works and the completed works have been confirmed by supervising Engineer, Party A will notify Party B to make the final payment certificate application, and Party B shall submit these documents to Party A for approval within 20 days after receipt of the notification.

Merenje količine nakon završetka ugovorenih radova: nakon završetka ugovorenih radova–i nakon što je završene radove potvrdio Nadzorni inženjer, Strana A će obavestiti Stranu B da izradi Okončanu situaciju, a Strana B će dostaviti ovaj dokument Strani A na odobrenje u roku od 20 dana nakon prijema obaveštenja.

3.2 在最终申请支付证书签批后，甲方根据签批的金额，减去或增加按合同约定的扣款项，如有甲方有偿为乙方提供的服务，乙方有偿为甲方提供的服务，乙方违反合同约定的扣款，以及甲方违反合同约定的罚款，剩余的金额由甲方在 15 个工作日内转账支付乙方。

Payment after the completion of contracted works. After the final approval and signature of the final payment certificate, based on the approved amount, Party A will deduct or add, if any, the amount for service Party A providing for Party B, respectively for service Party B providing for Party A, and also Party B's penalty, respectively Party A's penalty, for breaching the Subcontract, and pay the remaining amount to Party B within 15 working days.

Plaćanje nakon završetka ugovorenih radova. Nakon konačnog odobrenja i potpisivanja Okončane situacije, na osnovu odobrenog iznosa, Strana A će odbiti ili dodati, ukoliko postoji, iznos za uslugu koju je Strana A pružila Strani B, odnosno za uslugu koju je strana B pružila strani A, i takođe i kaznu Strane B, odnosno kaznu strane A, za kršenje Podugovora, a preostali iznos platiti Strani B u roku od 15 radnih dana.

3.3 在甲方付款前，乙方需按照甲方财务部门的要求，提供合适的资料以便甲方财务部门付款，若因乙方原因导致付款延误，甲方不负担任何责任。

Party B shall submit appropriate documents so that financial department of Party A could fulfill the payment. Party A shall be exempted from any responsibility if the payment is delayed caused by Party B.

Strana B će dostaviti odgovarajuća dokumenta kako bi finansijsko odeljenje Strane A moglo da izvrši plaćanje. Strana A će biti izuzeta od svake odgovornosti ako plaćanje kasni zbog strane B.

3.4 乙方的银行账户信息为：330 402282 34, Credit Agricole Serbia。

Bank account of Party B is: 330 402282 34, Credit Agricole Serbia.

Bankovni račun strane B je: 330 402282 34, Credit Agricole Srbija.

4. 工期安排/Works Schedule / Dinamika izvođenja radova

4.1 本合同约定的工期为 15 天。甲方有义务在开工 5 天前通知乙方开工日期，乙方有义务按开工日期进场机械设备。

The construction period under the Subcontract shall be 15 days. Party A is obliged to notify Party B of the start date 5 days before the start of work, and Party B is obliged to enter the machinery and equipment according to the start date.

Period izgradnje po Podugovoru je 15 dana. Strana A je dužna da obavesti Strana B o datumu početka 5 dana pre početka rada, a strana B je dužna da uđe u mašine i opremu prema datumu početka.

4.2 工期的延长：因不可抗力事件的发生或因甲方原因导致工程延误，工期可以顺延；因监理工程师和甲方发出延期指令，工期可以顺延。由甲方原因导致的延误，甲方应下发延期通知。但因乙方原因导致的延误，工期不顺延。塞尔维亚法定国家节日或宗教节日对应天数的工期可以顺延。

Extension of construction period: the construction period could be extended if any delay is caused by force majeure or the delay was caused by Party A. Extension could be permitted if any extension instruction is issued by the Supervising Engineer and/or Party A. Party A must issue an extension order if the delay was caused by Party A. If the delay is caused by Party B, the completion will not be extended. The construction period of days corresponding to Serbian legal national festivals or religious festivals can be extended.

Produženje perioda izgradnje: period izgradnje se može produžiti ako je bilo kakvo kašnjenje uzrokovano višom silom ili je kašnjenje uzrokovala Strana A. Produženje bi moglo biti dozvoljeno ako Nadzorni inženjer i/ili Strana A izda bilo kakvu instrukciju o produženju. Strana A mora izdati nalog za produženje roka ako je kašnjenje uzrokovala strana A. Ako je kašnjenje prouzrokovala strana B, rok završetka neće biti produžen. Period izgradnje se može produžiti za dane koji odgovaraju srpskim zakonskim nacionalnim praznicima ili verskim praznicima.

4.3 无论在任何情况下，为延长施工时间，乙方应提前 3 天，以书面形式告知甲方申请延期，并提交延期的原因和相关证明资料。

In any case, Party B shall inform Party A his intention for extension in written forms 3 days in advance, and submit the extension application with reasons and supporting documents.

U svakom slučaju, Strana B će obavestiti Stranu A o svojoj nameri za produženje u pisanoj formi 3 dana unapred, i podneti zahtev za produženje sa razlozima i pratećom dokumentacijom.

4.4 开工日期确定后，乙方应在 7 日内向甲方提交施工进度计划，乙方需要严格按照甲方批复进度计划进行现场施工，如果现场施工进度缓慢，甲方发函督促 2 次后仍然不能满足要求，甲方有权将全部或部分工作切回自行施工或交由其他分包商施工，产生的相关损失由分包商承担。

Within 7 days of the commencement date, Party B shall submit the dynamic plan to Party A. Party B shall carry out the site construction works strictly in accordance with the approved dynamic plan. If the work progress is behind the dynamic plan, Party A will send notice to Party B to take acceleration measures, if Party B's work progress fails to meet the requirements after being warned twice, Party A has the right to take back all or part of the works back for self-construction or hand over to other subcontractors for construction, and the relevant costs and losses shall be borne by Party B.

U roku od 7 dana od datuma početka, Strana B će dostaviti dinamički plan Strani A. Strana B će izvoditi radove na gradilištu striktno u skladu sa odobrenim dinamičkim planom. Ako napredak u radu zaostaje za dinamičkim planom, Strana A će poslati obaveštenje Strani B da preduzme mere za ubrzanje, ako Strana B ne ispuni zahteve za napredak u radu nakon što je dva puta upozorena, Strana A ima pravo da preuzme sve ili deo radova kako bi ih sama izvodila ili predala drugim podizvođačima za izgradnju, a relevantne troškove i gubitke snosi Strana B.

4.5 若因乙方原因造成工程延期，则每逾期一日工期延误赔偿金是合同价格的 0.1%，延误赔偿金的最大金额为最终合同价格的 5%。

For any delay caused by Party B, Party B shall pay the delay damage in the amount of 0.1% of the Subcontract price per day, and the maximum amount of delay damage shall be 5% of the final Subcontract price.
Za bilo koje kašnjenje koje je prouzrokovala Strana B, Strana B će platiti štetu zbog kašnjenja u iznosu od 0,1% cene Podugovora po danu, a maksimalni iznos štete zbog kašnjenja biće 5% konačne cene Podugovora.

5. 双方的管理机构/ Administration of Both Parties / Administracija obe Strane

5.1 甲方/Party A / Strana A

5.1.1 甲方成立现场管理机构，即：山东省路桥集团匈塞铁路诺苏段二标项目经理部，受托对本工程施工进行组织、管理、验收及结算等。

Party A shall establish a site management organization, namely, the Hungarian-Serbian Railway NS-II Project Management Team of Shandong Luqiao Group Co. Ltd, it will be authorized to implement management of the project, such as organizing, management, test, acceptance, and settlement etc.

Strana A će uspostaviti organizaciju upravljanja gradilištem, odnosno tim za upravljanje projektom Mađarsko-srpske železnice NS-II. Tim za upravljanje projektom Shandong Luqiao Group Co. Ltd, biće ovlašćen da sprovodi upravljanje projektom, kao što su organizovanje, upravljanje, ispitivanje, prijem, i poravnanje itd.

5.1.2 甲方项目经理王勇为甲方代表，甲方授权其执行本项目的管理，其签认事项甲方认可。

Mr. Wang Yong, the Project Manager, will be Party A's representative of the project, he will be authorized to manage this project and his signature will be accepted by Party A.

G-din Wang Yong, rukovodilac projekta, biće predstavnik Strane A za projekat, on će biti ovlašćen da upravlja ovim projektom i njegov potpis će prihvatiti Strana A.

5.2 乙方/Party B / Strana B

5.2.1 乙方应成立现场管理机构，即：LHR 匈塞铁路诺苏段二标项目桩基施工队。

Party B shall establish a site management organization, namely, the Hungarian-Serbian Railway NS-II Project Piling Construction Team of LHR.

Strana B će uspostaviti organizaciju za upravljanje gradilištem, odnosno tim za izgradnju šipova LHR-a na projektu Mađarsko-srpske železnice NS-II.

5.2.2 乙方必须为该项目配备的主要人员有:责任承包商（项目代表）、现场经理、HSE 经理。

The main personnel must be equipped by Party B for the project include: responsible contractor (project representative), site manager and HSE manager.

Glavno osoblje za projekat Strane B mora da uključuje: odgovornog izvođača radova (predstavnika projekta), šefa grad ilišta i lice za BZR.

5.2.3 乙方授权的人员按照具体授权事项可以在甲方办理有关业务事项，未经授权的，甲方可以拒绝办理。

Authorized personnel of Party B may handle relevant business matters with Party A according to specific authorization, and Party A may refuse to handle such matters without authorization.

Ovlašćeno osoblje Strane B može rešavati relevantna poslovna pitanja sa Stranom A u skladu sa posebnim ovlašćenjem, Ako nije ovlašćeno, Strana A može odbiti da se bavi takvim stvarima.

5.2.4 乙方代理人所做出的认同和承诺即视为乙方的认同和承诺。乙方对乙方代理人的工作行为向甲方承担法律责任，乙方的书面要求、请求和通知由乙方代理人签字并加盖乙方公章，经甲方现场代表签收后方可生效。

The approval and commitment made by party B's project representative shall be deemed as Party B's approval and commitment. Party B shall be legally liable to Party A for the acts of party B's project representative. Written requirements, requests and notices of Party B shall be signed by Party B's project representative and affixed with party B's official seal, and shall come into effect only after party A's representative has signed and received them.

Odobrenje i obaveza predstavnika projekta Strane B će se smatrati odobrenjem i obavezom Strane B. Strana B je zakonski odgovorna Strani A za postupke predstavnika projekta Strane B. Pisani zahtevi, potraživanja i obaveštenja Strane B će biti potpisani od strane predstavnika projekta Strane B sa zvaničnim pečatom Strane B, i stupaju na snagu tek nakon što ih predstavnik Strane A potpiše i primi.

5.2.5 乙方指派的项目代表为本项目负责人，必须保持联络方式畅通，常驻工地，组织施工，确保工程进度，保证施工任务按期完成。

The project representative appointed by Party B shall be the person in charge of the project, and shall keep smooth communication, stay at the site, organize the construction, ensure the progress of the project and ensure the completion of the construction task on schedule.

Predstavnik projekta kojeg imenuje Strana B biće osoba zadužena za projekat i održavaće nesmetanu komunikaciju, biti na gradilištu, organizovati izgradnju, osigurati napredak projekta i obezbediti završetak građevinskog zadatka prema dinamičkom planu izvođenja radova.

5.2.6 甲方如认为乙方项目代表的工作行为可能影响或已经实际影响合同的正常履行，甲方有权要求乙方另行委派代表，乙方必须及时另行委派。若乙方两次拒绝更换，甲方有权解除合同，清退乙方出场，另行指派他人施工。

If Party A considers that the work behavior of Party B's project representative may affect or has actually affected the normal performance of the Contract, Party A shall have the right to request Party B to appoint another representative, and Party B shall appoint another representative promptly.

If Party B refuses to replace it twice, Party A shall have the right to terminate the contract, remove Party B from the site and assign another subcontractor for construction.

Ako Strana A smatra da radno ponašanje predstavnika projekta Strane B može uticati ili je stvarno uticalo na normalno izvršavanje Ugovora, Strana A će imati pravo da zahteva od Strane B da imenuje drugog predstavnika, a Strana B će odmah imenovati drugog predstavnika.

Ako Strana B odbije da ga zameni dva puta, Strana A će imati pravo da raskine ugovor, ukloni Stranu B sa lokacije i dodeli izgradnju drugom podizvođaču.

5.2.7 乙方应当遵循和执行，与施工行业相关的，包括与工资、工人报酬以及员工的雇佣、免职、待遇、保险和安全等所有适用法律、法令和规定。

Party B shall comply with and implement all applicable laws, decrees and regulations relating to the construction, including wages, workers' remuneration and the employment, removal, treatment, insurance and safety of employees etc.

Strana B će poštovati i sprovoditi sve važeće zakone, uredbe i propise koji se odnose na, građevinarstvo, uključujući plate, naknade radnika i zapošljavanje, uklanjanje, postupanje, osiguranje i bezbednost zaposlenih itd.

5.2.8 如果甲方认为乙方的任何员工不称职、不守秩序或者不符要求，甲方应当有权利向乙方发出书面通知，要求立即从工地撤离该员工；在这种情况下，如果没有甲方的事先书面同意，该员工不能再次被雇佣参与该工程项目。乙方应当承担撤离时所产生的费用。乙方还应当及时替换相关人员以免对工程施工产生负面影响，并且承担相关费用。乙方应当承担替换人员所产生的相关费用。

If Party A considers that any employee of Party B is incompetent, out of order or does not meet the requirements, Party A shall have the right to give written notice to Party B requesting that such employee be removed from the site immediately. In such case, such employee shall not be re-employed to participate in the project without party A's prior written consent. Party B shall bear the expenses incurred due to the removal. Party B shall also replace with proper personnel in a timely manner to avoid negative impact on the project and bear relevant expenses. Party B shall bear the relevant expenses incurred by replacing personnel.

Ako Strana A smatra da je bilo koji zaposleni Strane B nekompetentan, neprofesionalan ili ne ispunjava uslove, Strana A će imati pravo da pisano obavesti Stranu B zahtevajući da se taj zaposleni odmah ukloni sa gradilišta. U tom slučaju, taj zaposleni neće biti ponovo zaposlen da učestvuje u projektu bez prethodne pisane saglasnosti strane A. Strana B će snositi troškove nastale zbog uklanjanja. Strana B će takođe blagovremeno zameniti odgovarajuće osoblje kako bi izbegla negativan uticaj na projekat i snosiće relevantne troškove. Strana B će snositi relevantne troškove nastale zamenom osoblja.

5.2.9 乙方施工必须服从塞尔维亚国家、业主和监理工程师关于现场标准化管理、文明、安全、环保施工的要求和指令，若监理工程师发出整改或更正指令后，乙方不按指令更改或更改达不到监理工程师要求，导致监理工程师再次发出同一问题的指令时，将视为乙方违约一次，每次违约金为500欧元。

Party B must follow the site standardized management, civilization, safety, environmental protection, other construction requirements and instructions of the positive legal regulations of the Republic of Serbia, the Employer and Supervising Engineer. If Party B fails to rectify according to the instructions issued by the Supervising Engineer or the rectification fail to meet the requirements of the Supervising Engineer, causing the Supervising Engineer to issue instructions on the same issue again, Party B shall be deemed to have breached the contract once and the penalty for each time shall be 500.00Euro.

Strana B mora da poštuje standardizovano upravljanje gradilištem, civilizovanost, bezbednost, zaštitu životne sredine, ostale građevinske zahteve i pozitivnopravne propise Republike Srbije, Naručioca i Nadzornog inženjera. Ako se Strana B ne popravi u skladu sa uputstvima koje je izdao Nadzorni inženjer ili popravljanje ne ispunjava zahteve Nadzornog inženjera, što dovodi do toga da Nadzorni inženjer ponovo izda uputstva o istom pitanju, smatraće se da je strana B prekršila ugovor jednom i kazna za svaki prekršaj će biti 500,00 evra.

6. 协作与配合/Coordination and Cooperation / Koordinacija i kooperacija

6.1 在合同履行期间，甲乙双方要加强协作配合，对施工中出现的新情况及时协商处理，根据现场情况，如甲方需要对工序安排进行调整，乙方应无条件配合。

During the performance of the Subcontract, both parties shall strengthen cooperation, negotiate and deal with the new situation in construction in a timely manner. If Party A needs to adjust the process arrangement according to the site situation, Party B shall unconditionally cooperate.

Tokom izvođenja radova Podugovora, obe strane će jačati saradnju, pregovarati i blagovremeno se nositi sa novonastalom situacijom na izgradnji. Ako Strana A treba da prilagodi uređenje procesa u skladu sa situacijom na gradilištu, Strana B će bezuslovno sarađivati.

6.2 乙方人员、机械设备、材料的进出场费用（合同第 2.1.2 条不涵盖的），由乙方自行负担。乙方应自负乙方在施工过程中的乙方人员、机械设备、及乙方在施工过程的由乙方产生的全部安全责任，如有发生安全事故或事件，由乙方承担全部责任，甲方无需承担任何责任和义务。

The entry and exit expenses of party B's personnel, machinery, equipment (which is not covered by Article 2.1.2 of the Subcontract) and materials shall be borne by Party B. Party B shall be fully responsible for the safety of party B's personnel, machinery, equipment and all other safety issues caused by Party B during construction. In case of any safety accident or incident, Party B shall be fully responsible and Party A shall not bear any responsibility or obligation.

Ulazne i izlazne troškove osoblja, mašina, opreme (koja nije obuhvaćena članom 2.1.2 Podugovora) i materijala Strane B snosiće Strana B. Strana B će biti u potpunosti odgovorna za bezbednost osoblja, mašina, opreme i sva ostala bezbednosna pitanja izazvana krivicom Strane B tokom izgradnje. U slučaju bilo kakvog bezbednosnog udesa ili incidenta, strana B će biti u potpunosti odgovorna, a Strana A neće snositi nikakvu odgovornost ili obavezu.

6.3 乙方应当在甲方协调下主动做好与其他分包商的衔接和配合，若因乙方的不当行为或过失，给其他分包商造成损失，乙方将承担相应的责任。

Party B shall, under the coordination of Party A, take the initiative to connect and cooperate with other subcontractors. If any loss is caused to other subcontractors due to party B's misconduct or negligence, Party B shall bear the responsibilities to compensate other subcontractors.

Strana B će, pod koordinacijom Strane A, preuzeti inicijativu za povezivanje i saradnju sa drugim podizvođačima. Ako je bilo kakav gubitak prouzrokovan drugim podizvođačima zbog lošeg ponašanja ili nemara strane B, Strana B će snositi odgovornost za nadoknadu drugim podizvođačima.

6.4 对于施工过程中，因设计图纸和验证、气候影响可能给施工造成的影响，乙方已做了科学评估、给予了充分的注意，并同意承担其风险，乙方承诺不因此向甲方提出增加费用补偿。

Party B guarantee that it has given a scientific assess and adequate attention to any factor that will influence the construction such as design drawings and verification, climate factors, etc. Party B agrees to take responsibility for those risks and won't ask for increasing of price or other further compensation.
Strana B garantuje da je dala stručnu procenu i adekvatnu pažnju bilo kom faktoru koji će uticati na izgradnju, kao što su projektni crteži i verifikacija, klimatski faktori, itd. Strana B pristaje da preuzme odgovornost za te rizike i neće tražiti povećanje cene ili drugu dalju kompenzaciju.

6.5 乙方应负责对其产生的废弃物的处理，并承担合同工程竣工后的相关费用。
Party B shall be responsible for disposal of its waste and bear the related expenses after completion of the contracted works.
Strana B će biti odgovorna za uklanjanje svog otpada i snositi povezane troškove nakon završetka-ugovorenih radova.

7. 双方的权利和义务/The right and obligation of each party / Prava i obaveze svake strane

7.1 甲方的权利和义务/The right and obligation of Party A / Prava i obaveze Strane A
7.1.1 甲方有权利按照业主要求决定与工程的质量、验收、性能以及工程进度有关的所有问题，并且，甲方应当决定与本合同的解释相关的所有问题，以及与履行本合同条款相关的所有问题。为了避免疑问，甲方依据主合同和业主要求所做出的决定应当为最终和决定性的，对乙方具有约束力。
Party A shall have the right to decide, at the request of the Employer, all issues relating to the quality, acceptance, performance and progress of the project, and shall decide all matters relating to the interpretation of this Subcontract and the performance of its terms and conditions. For avoidance of doubt, the decisions made by Party A pursuant to the Main Contract and the Employer's requirements shall be final, conclusive and binding upon Party B.
Strana A ima pravo da odlučuje, na zahtev Naručioca, o svim pitanjima vezanim za kvalitet, prijem, izvođenje i napredak projekta, i odlučuje o svim pitanjima koja se odnose na tumačenje ovog Podugovora i izvršavanje njegovih odredbi i uslova, Radi izbegavanja nedoumice, odluke koje donese Strana A u skladu sa Glavnim ugovorom i zahtevima Naručioca biće konačne, zaključne i obavezujuće za Stranu B.
7.1.2 甲方负责为乙方进场施工创造条件，负责确定水准点和坐标控制点位置，现场书面进行桩位交接，提供施工所需的图纸和主要技术文件，答复乙方提出的书面问题。
Party A is responsible for creating the conditions for Party B to enter the site. Besides, Party A shall be responsible for confirming benchmark and coordinate control point, handing over the pile position in writing, providing drawings and main technical document related to project, and replying the written questions from Party B.
Strana A je odgovorna za stvaranje uslova da Strana B uđe na gradilište. Osim toga, Strana A će biti odgovorna za određivanje lokacije referentnih i koordinatnih kontrolnih tačaka, predaju položaja šipova u pisanoj formi, obezbeđivanje crteža i glavne tehničke dokumentacije koja se odnosi na projekat i odgovaranje na pisana pitanja Strane B.

7.1.3 甲方负责移除工作现场地下和地上障碍物（各项基础设施、水电、污水管、旧基础、树木等）。

Party A is responsible for removal of underground and aboveground obstacles from the work site (facilities, installations of electricity, water, sewerage, old foundations, trees, etc.)

Strana A je odgovorna za uklanjanje podzemnih i nadzemnih prepreka sa gradilišta (objekti, instalacije struje, vode, kanalizacije, stari temelji, drveće itd.)

7.1.4 甲方负责确保进出到每根桩位的便道和坡道畅通无阻。甲方负责按照乙方要求准备合格的施工平台。

Party A is responsible to ensure the access roads, as well as access ramps to enter and exit from the construction site, unobstructed access to each pile. Party A is responsible to prepare the qualified working platforms according to the requirement of Party B.

Strana A je odgovorna da obezbedi pristupne puteve, kao i pristupne rampe za ulazak i izlazak sa gradilišta, nesmetan pristup svakom šipu. Strana A je odgovorna da pripremi kvalifikovane radne platforme u skladu sa zahtevima Strane B.

7.1.5 甲方应对乙方全面履行合同进行监督管理，对工程质量、进度、HSE 工作进行控制监督、检查，定期对乙方完成的工程项目进行验收评定，按本合同第 3 款的规定对乙方完成的验收合格的工程进行计量和向乙方支付工程款。

Party A shall supervise Party B's full performance of the Subcontract, control, supervise and inspect the quality, progress and HSE work of the project, conduct acceptance and evaluation of the project completed by Party B on a regular basis, measure the qualified project completed by Party B and make payment to Party B according to Clause 3 of this Subcontract.

Strana A će nadgledati potpuno izvođenje podugovora od strane Strane B, kontrolisati, nadzirati i kontrolisati kvalitet, napredak i bezbednost i zdravlje na radu na projektu, sprovodiće prijem i ocenjivanje projekta završenog od Strane B na redovnoj osnovi, meriće kvalifikovani projekat završen od Strane B i izvršiti plaćanje Strani B u skladu sa tačkom 3 ovog Podugovora.

7.1.6 甲方应根据本合同指派施工管理者及工程师，监督乙方施工，并正式告知乙方。

Party A shall assign construction managers and engineers to supervise the construction of Party B according to this Subcontract and notify Party B formally.

Strana A će imenovati rukovodioce izvođenja radova i inženjere da nadgledaju izgradnju Strane B u skladu sa ovim Podugovorom i o tome će zvanično obavestiti Stranu B.

7.1.7 甲方应每日检查乙方的施工日志和其他法定技术文件。

Party A shall daily check Party B's construction log and other required technical documents.

Strana A će svakodnevno proveravati građevinski dnevnik Strane B i drugu traženu tehničku dokumentaciju.

7.1.8 甲方应提供乙方现场办公室（集装箱）的存放空间。

Party A shall provide space for accommodation of site office(container) of Party B.

Strana A će obezbediti prostor za smeštaj kancelarije (kontejnera) Strane B.

7.1.9 甲方应负责落实乙方报价单上列明的其他义务，如加工全长度钢筋笼并送至乙方指定地点。

Party A shall fulfill the other obligations which are listed on the Party B's offer, such as the production of ready-m ade full-length reinforcement cages delivered to the location designated by Party B etc.

Strana A će ispuniti ostale obaveze koje su navedene u ponudi Strane B, kao što je izrada gotovih armaturnih koševa u punoj dužini dopremljenih na lokaciju koju je odredila Strana B itd.

7.2 乙方的权利和义务/The right and obligation of Party B / Prava i obaveze Strane B

7.2.1 合同签订后，乙方应按照甲方通知的进场日期及时组织足够的施工人员和机械设备进场，保证开工后立即形成均衡生产能力，备齐生活物资，保证不影响施工。乙方生产、生活物质、其他临时设施、能源动力和生活用水由乙方自行负责，并承担费用。在工作面充足的情况下，乙方应通过增加施工设备和增加施工班组等方式，满足甲方动态计划及其调整对施工进度的要求。

After signing the Subcontract, Party B shall organize enough construction staff and equipment to enter the site according to the date notified by Party A, to ensure that the balanced production capability can be formed immediately after the commencement date. Party B shall prepare all the daily necessities and make sure the progress won't be influenced. Production, living materials, other temporary facilities, power and water shall be borne by Party B at its own expense. Party B shall meet the requirements of Party A's dynamic plan and its adjustment on the construction progress by increasing construction equipment and construction teams.

Nakon potpisivanja Podugovora, Strana B će organizovati dovoljno građevinskog osoblja i opreme za ulazak na gradilište u skladu sa datumom koji je dala Strana A, kako bi osigurala da se izbalansirani proizvodni kapaciteti mogu formirati odmah nakon datuma početka. Strana B će pripremiti sve dnevne potrepštine i pobrinuti se da ne utiču na napredak. Proizvodnju, materijale za život, druge privremene objekte, struju i vodu obezbeđuje Strana B o svom trošku. Strana B će ispuniti zahteve dinamičkog plana Strane A i njegovo prilagođavanje napretku izgradnje povećanjem građevinske opreme i građevinskih timova.

7.2.2 乙方在甲方测量放样后，刚开始桩基施工前，对测量桩位应书面签认并妥善维护，若因乙方施工维护原因，造成返工和费用损失，乙方必须无条件按照业主、监理和甲方要求进行处理，其所有费用由乙方全部承担。

After surveying and staking implemented by Party A, just before the start of making the pile, Party B shall sign for stake position and carry out appropriate maintenance. If rework needed to be done or any losses occurred due to Party B's improper maintenance, Party B shall deal with the issues in accordance with the requirements of the Employer, the supervising engineer and Party A. All related losses shall be borne by Party B.

Nakon geodetskog premeravanja i iskolčenja koje je sprovela Strana A, neposredno pred početak izrade šipa, Strana-B će potpisati poziciju kočića i izvršiti odgovarajuće održavanje. Ako je bilo potrebno izvršiti ponovni rad ili je došlo do bilo kakvih gubitaka zbog neodgovarajućeg održavanja od Strane B, Strana B će se pozabaviti sa ovim pitanjima u skladu sa zahtevima Naručioca, Nadzornog inženjera i Strane A. Sve povezane gubitke će snositi Strana B.

7.2.3 乙方应严格按照甲方提供的施工文件和技术规范组织施工，服从甲方和监理工程师监督检查，为工程质量负责。每道工序完成后，按照管理规定，先自检，自检合格后，通知甲方，由甲方和监理工程师验收，合格后才能进入下道工序施工。不合格项目必须返工，直至甲方和监理工程师验收合格后，才能进入下道工序。返工费由乙方承担，同时不减轻其合同工期和责任。乙方应参与工程验收，并对甲方或监理工程师在此期间指出的缺陷进行清除。乙方不对交付的混凝土和钢筋的质量

负责。如果甲方交付的混凝土或钢筋笼质量不符合乙方施工方案确认的设计要求，乙方有权退货，且不承担任何经济责任。

Party B shall organize construction work in strict accordance with the construction data and technical specifications provided by Party A, following instruction and inspection of Party A and supervising engineer, and be responsible for quality of Project. After completion of each process, Party B needs to conduct the self-inspection first, and after passing the self-inspection, Party A and supervising engineer shall be notified for acceptance after which the next process could be constructed. If any item failed the inspection or acceptance, Party B needs to rework on the item until meet Party A and supervising engineer's requirements. The cost for rework or rectification shall be borne by Party B, and the subcontract period and Party B's contract responsibility will not be affected. Party B shall participate in the acceptance and eliminate the defects pointed out by Party A or the supervision engineer. Party B is not responsible for the quality of the delivered concrete and reinforcement. If Party A delivers concrete or reinforcement cage of inadequate quality in relation to the designed requirements confirmed by the Method Statement of Party B, Party B has the right to return them and does not bear any financial responsibility for that.

Strana B će organizovati građevinske radove u strogom skladu sa građevinskim podacima i tehničkim specifikacijama koje je obezbedila Strana A, prateći uputstva i inspekciju Strane A i Nadzornog inženjera, i biti odgovorna za kvalitet Projekta. Nakon završetka svakog procesa, Strana B treba prvo da izvrši samoinspekciju, a nakon što prođe samoinspekciju, Strana A i Nadzorni inženjer će biti pozvani na prijem nakon kojeg se može izvoditi sledeći proces. Ako bilo koja stavka nije prošla inspekciju ili prijem, Strana B treba da izvrši popravke radova dok ne ispuni zahteve Strane A i Nadzornog inženjera. Troškove za ponovni rad ili popravku snosiće Strana B, a to neće uticati na period podugovaranja i ugovornu odgovornost Strane B. Strana B će učestvovati u prijemu i otkloniće nedostatke na koje ukažu Strana A ili Nadzorni inženjer. Strana B nije odgovorna za kvalitet dopremljenog betona i armature. Ukoliko Strana A dopremi beton ili armaturni koš neodgovarajućeg kvaliteta u odnosu na projektne zahteve koji su potvrđeni tehnologijom izvođenja radova Strane B, strana B ima pravo da ih vrati i ne snosi nikakvu finansijsku odgovornost za to.

7.2.4 乙方应及时、合理调度和安排施工机械、设备和人员，满足施工要求。管理和技术人员中，均需持证上岗，特殊工作施工人员必须获得塞尔维亚国家有关部门颁发的特种作业证件，配备的主要技术人员应懂得全面管理，有较丰富的施工经验。乙方必须在进场前将所有证件提供给甲方备案并保留影印件，达不到甲方要求，甲方有权利要求乙方更换。

Party B shall organize and arrange machinery, equipment and workers timely and reasonably to meet construction requirements. All administrative staff and technicians shall hold certificates. The workers for special works shall obtain special operation certificates issued by competent department of the Republic of Serbia. The main technicians shall have rich experience in construction. Before entering into the site, Party B shall provide all certificates to Party A for making photocopies as record. If the certificates fail to meet Party A's requirements, Party A has the right to request Party B to replace the unqualified personnel.

Strana B će organizovati i raspodeliti mašine, opremu i radnike blagovremeno i razumno kako bi se ispunili zahtevi i zgradnje. Svo administrativno i tehničko osoblje moraju imati sertifikate. Radnici za specijalne radove poseduju sertifikate za posebne poslove izdate od nadležnog organa Republike Srbije. Šefovi gradilišta će imati bogato iskustvo u izgradnji. Pre ulaska na gradilište, Strana B će dostaviti sve sertifikate Strani A za izradu fotokopija kao zapisa. Ako sertifikati ne ispunjavaju zahteve Strane A, Strana A ima pravo da zahteva od Strane B da zameni nekvalifikovano osoblje.

7.2.5 乙方将与甲方合作，共同管理相关现场员工的健康和工作安全。根据塞尔维亚共和国的规定，双方各自对其员工在施工现场工作时的健康和安全负责。

Party B will cooperate with Party A to jointly manage the health and safety at work of the employees at the site in question. Each of the parties is individually responsible for their employees in the field of health and safety at work on the construction site, in accordance with the regulations of the Republic of Serbia.

Strana B će sarađivati sa Stranom A radi zajedničkog upravljanja bezbednošću i zdravljem na radu zaposlenih na predmetnom gradilištu. Svaka od strana pojedinačno snosi odgovornost za svoje zaposlene iz oblasti bezbednosti i zdravlja na radu na gradilištu, u skladu sa normativno pravnom regulativom Republike Srbije.

7.2.6 乙方应配合甲方计量支付、质量、安全、进度、环境保护、现场管理、各种检查及资料收集，及时填写施工日志、安全施工日志和计量薄，负责原始资料的填写提交，按时报送施工计划、甲供材料需求计划。

Party B shall assist Party A in measurement, quality, safety, construction progress, environment protection, site management, inspections and data collections. Besides, Party B shall timely fill in construction report, safety construction report and measurement book. Also, Party B shall be responsible for filling and submission of original documents, and shall timely submit construction schedule and the plan for materials provided by Party A.

Strana B će asistirati Strani A u merenju, kvalitetu, bezbednosti, napretku izgradnje, zaštiti životne sredine, upravljanju gradilištem, inspekcijama i prikupljanju podataka. Pored toga, Strana B će na vreme popunjavati građevinski dnevnik, evidenciju o bezbednosti izgradnje i građevinsku knjigu. Takođe, Strana B će biti odgovorna za popunjavanje i dostavljanje originalne dokumentacije, i blagovremeno dostavljati plan izgradnje i plan materijala koje obezbeđuje Strana A.

7.2.7 乙方应按照塞尔维亚国家相关要求进行现场管理，遵守有关环境保护的法律法规，对道路、河流现状等造成的环境污染负责处理并承担全额费用。

Party B shall carry out on-site management according to the related regulations of Serbia, complying with all the laws and regulations related to environment protection and be responsible for handling and bearing full costs of environmental pollution caused to roads and rivers.

Strana B će vršiti rukovođenje gradilištem u skladu sa odgovarajućim propisima Srbije, poštujući sve zakone i propise koji se odnose na zaštitu životne sredine i biti odgovorna za rukovanje i snositi pune troškove zagađenja životne sredine prouzrokovanog na putevima i rekama.

7.2.8 在工程开工时应向甲方报送一份乙方派驻现场人员的花名册及身份证复印件进行备案，乙方应为其办理各类社会保险，支付保险费用。

Before commencement date, Party B shall submit to Party A a list of name and photocopy of ID of Party B's personnel on site. Party B shall equip his staff with all required social insurance and bear the related insurance cost.

Pre datuma početka, Strana B će dostaviti Strani A listu imena i fotokopiju ličnih karti osoblja Strane B na gradilištu. Strana B će obezbediti za svoje osoblje svo potrebno socijalno osiguranje i snositi povezane troškove osiguranja.

7.2.9 乙方在施工中与第三方产生的任何纠纷，由乙方自行解决并独立承担的法律责任。

Any dispute between Party B and the Third-Party during construction shall be settled by Party B and Party B shall be solely liable for it.

Svaki spor između Strane B i Treće strane tokom izgradnje će rešiti Strana B i Strana B će biti isključivo odgovorna za to.

7.2.10 乙方应按照工程当地国法律交纳有关税费。

Party B shall pay all the relevant taxes in accordance with local laws and regulations.

Strana B će plaćati sve relevantne poreze u skladu sa lokalnim zakonima i propisima.

7.2.11 乙方必须确保所施工工程质量，若出现缺陷或质量事故，监理工程师发出修复或移除指令时，乙方应自费完成指令所列内容，除非该事件是由甲方原因造成的。

Party B shall guarantee the project quality. In case of any defects or quality accidents, if supervising engineer issues instruction to rectify or remove the defects or quality accidents, Party B shall follow accordingly at its own expense, unless such defects or quality accidents are caused by Party A.

Strana B garantuje kvalitet projekta. U slučaju bilo kakvih nedostataka ili nezgoda u vezi sa kvalitetom, ako Nadzorni inženjer izda uputstva za otklanjanje ili uklanjanje nedostataka ili nezgoda u kvalitetu, Strana B će ih sprovesti o svom trošku, osim ako takve nedostatke ili nezgode u kvalitetu nije prouzrokovala Strana A.

7.2.12 施工期间，周边财产或地区发生损坏，乙方须自行承担维修费用，且不能对合同工期造成影响。

In case of any damage to the surrounding property or area during construction of subcontracted works, Party B shall bear the maintenance costs and shall not affect the subcontract period.

U slučaju bilo kakve štete na okolnoj imovini ili području tokom izvođenja podugovorenih radova, Strana B će snositi troškove održavanja i to neće uticati na period podugovaranja.

7.2.13 施工期间，乙方代表在执行合同的同时，应确保现场和各方雇员的安全最大化，在配备个人防护装置和设备的情况下，方可进入工地现场。

During the construction period, party B's representative shall, while executing the subcontract, ensure the maximum safety of the site and the employees of all parties. Personnel could enter the site only when equipped with personal protective devices and equipment.

Tokom perioda izgradnje, predstavnik Strane B će, tokom izvršavanja podugovora, obezbediti maksimalnu bezbednost lokacije i zaposlenih svih strana. Osoblje može da uđe na gradilište samo ako je opremljeno ličnim zaštitnim sredstvima i opremom.

7.2.14 乙方在撤离现场时，应清除并运出设备、剩余材料、垃圾和各种临时设施，并保持整个现场及工程整洁，达到甲方认为合格的使用状态。若需甲方清理，因此而发生的费用应由乙方承担，甲方将直接从乙方应付计价款中扣除。

While evacuation, Party B shall remove all the equipment, surplus material, waste and all kinds of temporary facilities to make site clean and meet the requirement of Party A. If Party A has to clean the site, the expenses incurred therefrom shall be borne by Party B, and Party A shall directly deduct it from the due payment to Party B.

Tokom evakuacije, Strana B će ukloniti svu opremu, višak materijala, otpad i sve vrste privremenih objekata kako bi lokacija bila čista i ispunila zahteve Strane A. Ako Strana A mora da očisti gradilište, troškove nastale zbog toga će snositi Strana B i Strana A će ih direktno odbiti od dospelog plaćanja Strani B.

8. 工程变更、索赔和保险/Variation, claim and Insurance / Varijacije, potraživanja i osiguranje

8.1 工程变更和额外工程/Variation and Additional Works / Varijacija i Dodatni radovi

8.1.1 本工程的变更和调整按照甲方与其雇主的合同进行，乙方有责任配合甲方按照业主的要求提交相应资料，所提交资料应该由乙方代表书面确认，业主依据主合同批复的结果对甲乙双方均有约束力。

The project variation and adjustment shall be carried out in accordance with the Contract between Party A and his Employer, Party B shall be responsible to assist Party A to submit relevant documents as required by the Employer and the submitted materials shall be confirmed by the representative of Party B in writing. The approval and reply of the Employer, which is made in accordance with the Main Contract, shall be binding to both parties.

Varijacija i izmene projekta će se izvršiti u skladu sa Ugovorom između Strane A i njegovog Naručioca, Strana B će biti odgovorna da pomogne Strani A da podnese relevantne dokumente kako to zahteva Naručilac, a dostavljeni materijal će potvrditi predstavnik Strane B u pisanoj formi. Odobrenje i odgovor Naručioca, koji je sačinjen u skladu sa Glavnim ugovorom, obavezuje obe strane.

8.1.2 所有的变更和调整在得到甲方的最终批复前，不能免除乙方合同中规定的对项目的全部责任，在得到最终批复后，方可按照主合同规定的程序做出相应的调整。

All variations and adjustments shall not be exempted from Party B's full responsibility for the project as stipulated in the Subcontract before receiving the final approval of Party A. Only after obtaining of the final approval from the Employer both parties can make corresponding adjustment as per the procedures specified in the Main Contract.

Sve varijacije i izmene neće biti izuzete od pune odgovornosti Strane B za projekat kao što je predviđeno u Podugovoru pre dobijanja konačnog odobrenja Strane A. Tek nakon dobijanja konačnog odobrenja od Naručioca obe strane mogu izvršiti odgovarajuće izmene u skladu sa procedurama navedenim u Glavnom ugovoru.

8.1.3 所有获得批准的工程变更，增加的工程项目单价的确定遵循以下原则:

The unit price of variation work items approved by engineers and/or Party A has to be determined in accordance with the following principles:

Jedinična cena pozicija rada varijacije koje su odobrili inženjeri i/ili Strana A mora da se utvrdi u skladu sa sledećim principima:

8.1.3.1 若变更或增加的项目与本合同中的所列的有单价的项目相同，则增加的项目单价采用本合同所列单价。

If the variation or additional work is the same as the priced work item in this Subcontract, the unit price of the variation or additional work item shall be the same as the rate or price for such item in this subcontract.

Ako je varijacija ili dodatni rad isti kao pozicija rada sa cenom u ovom podugovoru, jedinična cena varijacije ili pozicije dodatnog rada biće ista kao stopa ili cena za takvu poziciju u ovom podugovoru.

8.1.3.2 若变更或增加的项目与本合同中的所列的有单价的项目类似，则增加的项目工程单价采用合同中类似工程项目单价推算。

If the variation or additional work is similar to the priced work item in this Subcontract, the unit price of the variation or additional work item shall be calculated based on the unit price of the similar work item.

Ako su varijacija ili dodatni rad slični poziciji rada sa cenom u ovom podugovoru, jedinična cena varijacije ili pozicije dodatnog rada će se izračunati na osnovu jedinične cene slične pozicije rada.

8.1.3.3 若变更或新增的项目与本合同中的所列的有单价的项目不同，也没有类似项目可参考，甲乙双方可协商确定一个新的单价。

If the variation or additional work is different from the priced works in this Subcontract and there is no similar work item to refer to, the parties may determine a new unit price through negotiation and signing of the Annex to the Subcontract.

Ako se varijacija ili dodatni rad razlikuju od cene radova u ovom podugovoru i ne postoji slična pozicija rada na koju bi se mogli pozivati, strane mogu odrediti novu jediničnu cenu putem pregovora i potpisivanjem Aneksa podugovora.

8.1.4 乙方应提交甲方批准执行的变更或额外工程的所有资料以及由乙方提供的、在此类工程中使用的所有物料的成本、运费和管理费的原始收讫票据。乙方应于变更或额外工程实际完工后的月度申报期之前向甲方提交上述资料。

Party B shall provide all the invoices and documents of the variation or additional works approved by Party A. Moreover, all the original receipts and evidences of cost, transportation and management of materials used for such works shall be supplied. Party B shall submit the above documents prior to the monthly reporting period after the variation or additional works have been completed.

Strana B će obezbediti sve fakture i dokumente o varijacijama ili dodatnim radovima koje je odobrila Strana A. Štaviše, biće dostavljeni svi originalni računi i dokazi o troškovima, transportu i upravljanju materijalom koji je korišćen za te radove. Strana B će dostaviti gorenavedenu dokumentaciju pre perioda mesečnog izvještavanja nakon što su varijacija ili dodatni radovi završeni.

8.1.5 工程变更成本的审查和协商期间内，乙方不得中止履行本合同义务，并应履行分包合同附件中规定的所有变更。

During the review and negotiation of the variations, Party B shall not suspend the performance of its obligations under this Subcontract and shall perform all instructed variations-defined with the Annex to the Subcontract.

Tokom pregleda i pregovaranja o varijacijama, Strana B neće suspendovati izvršenje svojih obaveza prema ovom Podugovoru i izvršiće sve izdate varijacije definisane Aneksom podugovora.

8.1.6 如遇紧急事件，且甲方认为危及生命或财产并需立即执行额外工程，甲方应发出执行额外工程的口头指令，且甲方应于乙方执行口头指令后当天发布书面指令予以确认。执行紧急事件时，乙方应准确记录本合同第 8.1.4 条阐述发生的实际成本，将其提交给甲方，并尽快开具发票。如果甲方未能在三天内支付发票，乙方应暂停进一步工作，直到发票支付。在规定的日期内，甲方应延长合同期限。

In the event of an emergency which, in the opinion of Party A, endangers life or property and requires immediate execution of additional works, Party A shall issue oral instructions for execution of additional works,

and Party A shall issue written instructions for confirmation on the same day after Party B executes the oral instructions. In the event of an emergency, Party B shall accurately record the actual cost stated in Article 8.1.4, present them to Party A and issue an invoice as soon as possible. If Party A fails to pay the invoice within three days, Party B shall suspend further work until the invoice is paid. For the specified days, Party A shall extend the contractual period.

U slučaju vanredne situacije koja, po mišljenju Strane A, ugrožava život ili imovinu i zahteva hitno izvođenje dodatnih radova, Strana A će izdati usmena uputstva za izvođenje dodatnih radova, i Strana A će izdati pisana uputstva za potvrdu istog dana, nakon što Strana B izvrši usmena uputstva. U slučaju hitnog slučaja, Strana B će tačno evidentirati stvarne troškove navedene u članu 8.1.4, prezentovati ih strani A i u najkraćem roku ispostaviti račun. Ukoliko strana A ne izvrši plaćanje računa u roku od tri dana, Strana B će obustaviti dalje radove do izvršenja plaćanja po računu. Za navedene dane Strana A će izvršiti produženje ugovornog roka.

8.2 工程索赔/Claims / Potraživanja

8.2.1 本合同签订前，乙方已经预估且全面承担为完成本项目施工一切的风险和责任，甲方不接受乙方提出的非甲方及业主原因引起的一切工期及费用索赔。

Before signing this Contract, Party B undertakes that he has forecasted and will fully take all risks and responsibilities for completion of the project, and Party A will not accept any claim made by Party B for time extension of construction period and cost compensation not caused by Party A or the Employer.

Pre potpisivanja ovog Ugovora, Strana B se obavezuje da je predvidela i da će u potpunosti preuzeti sve rizike i odgovornosti za završetak projekta, a Strana A neće prihvatiti nijedano potraživanje Strane B za produženje roka izgradnje i nadoknadu troškova koji nisu uzrokovali Strana A ili Naručilac.

8.2.2 由甲方准备的施工平台书面移交给乙方并经乙方签字后，则视为乙方承认该平台符合其施工要求，乙方应负责后续对该施工平台的维护，并不得因任何原因向甲方提出相关索赔。否则，甲方负责维修由甲方原因破坏的工作平台。工作平台必须按照报价单和钻孔桩施工方案中要求使用的排水性材料制作。

After the construction platform prepared by Party A is handed over to Party B in writing, and signed by Party B, it shall be deemed that Party B acknowledges that the platform meets its construction requirements. Party B shall be responsible for the subsequent maintenance of the construction platform and shall not claim against Party A for any reason. Otherwise, Party A is responsible for repairing the work platform if the damage caused by Party A. The work platform must be made in accordance with the offer and the Method statement of bored piles with draining material.

Nakon što se platforma koju je izgradila Strana A pisanim putem preda Strani B, uz potpis strane B smatraće se da Strana B potvrđuje da platforma ispunjava uslove za izgradnju. Strana B će biti odgovorna za naknadno održavanje platforme za izgradnju i neće tražiti potraživanje od strane A iz bilo kog razloga. U suprotnom, Strana A je odgovorna za popravku radne platforme ako je oštećenje prouzrokovano od Strane A. Radna platforma mora biti napravljena u skladu sa ponudom i tehnologijom izvođenja bušenih šipova od ocednog materijala.

8.2.3 在施工过程中，如果乙方的设备和人员因恶劣天气而减速或闲置，或工作中断，乙方不得向甲方索赔。因任何其他原因（混凝土、钢筋笼交付不及时，工作平台和进场道路施工不充分），严重影响正常施工进度的（如停工超过 48 小时或更长），乙方有权向甲方索赔，甲方应给予乙方适当的赔偿。如发生此类闲置停工情况，双方应就赔偿标准达成一致。

During the construction process, if Party B's equipment and personnel slow down or be idling, or the work discontinues, due to bad weather, Party B shall not make relevant claims to Party A. Due to any other reasons (untimely delivery of concrete, reinforcement cages and inadequately constructed working platforms and access roads), which seriously affected the normal construction progress (if the standstill is over 48 hours or longer), Party B has the right to claim to Party A, and Party A shall give appropriate compensation to Party B. Both parties shall reach mutual agreement to the standard of compensation if the standstill happens.

Tokom procesa izgradnje, ako oprema i osoblje Strane B usporavaju ili miruju, ili se radovi prekidaju, zbog lošeg vremena, Strana B neće podnositi relevantne zahteve Strani A. Usled bilo kojih drugih razloga (neblagovremene dopreme betona, armaturnih koševa i neadekvatno izrađene radne platforme i pristupnih puteva), koji su ozbiljno uticali na normalan napredak izgradnje (ako je zastoj preko 48 sati ili duže), Strana B ima pravo na potraživanje od strane A, a Strana A će dati odgovarajuću nadoknadu Strani B. Obe strane će postići zajednički dogovor o standardu nadoknade ako dođe do zastoja.

8.3 工程保险/Project Insurance / Osiguranje projekta

乙方应自费购买所需的所有保险，对于乙方自行支付的保险，无需与甲方分享赔偿金。

Party B shall take out all the insurance needed at its own expense, and do not need to share the compensation payment with Party A, for those insurance paid by Party B itself.

Strana B će preuzeti sva potrebna osiguranja o svom trošku i ne mora da deli isplatu naknade sa Stranom A, za osiguranje koje je platila sama Strana B.

9. 工程物资和设备管理/Management of Material and Equipment / Upravljanje materijalom i opremom

9.1 物资提供与管理/Material Supply and Management / Nabavka i upravljanje materijalom

9.1.1 除钢筋笼和混凝土外的施工所需材料，均由乙方自行购买或租赁，乙方购买的材料须经甲方认可后，方能使用。乙方必须保证其购买或租赁材料的质量。用于工程实体的材料，必须由材料供应方提供监理工程师认可的产品质量合格证，虽经甲方检验认可，乙方采购或租赁材料引起的损失和事件，仍由乙方负全责。

All materials needed for construction shall be purchased or leased by Party B, except the reinforcement cages and fresh concrete. The material purchased by Party B can be used only after the approval of Party A. Party B shall guarantee the quality of the purchased or leased material. For materials used for permanent work, Party B shall provide quality certification approved by supervising engineer. If there is any loss and incidents caused due to the quality problem of the purchased or leased material, Party B shall bear full responsibility even though the materials have been checked or approved by Party A.

Sve materijale potrebne za izgradnju će kupiti ili iznajmiti Strana B, osim armaturnih koševa i svežeg betona. Materijal koji je kupila Strana B može se koristiti samo nakon odobrenja Strane A. Strana B garantuje kvalitet kupljenog ili iznajmljenog materijala. Za materijale koji se koriste za stalni rad, Strana B će obezbediti sertifikat kvaliteta odobren od strane Nadzornog inženjera. Ako dođe do bilo kakvog gubitka i incidenata uzrokovanih problemom kvaliteta kupljenog ili iznajmljenog materijala, Strana B snosi punu odgovornost iako je materijale proverila ili odobrila Strana A.

9.1.2 双方同意，在签订本合同后，如果甲方打算将钢筋笼和新浇混凝土的采购分包给乙方，甲方和乙方可以签署本合同的附件。

It was agreed that after signing the contract, Party A and Party B can sign an annex to the contract for the purchase of reinforcement cages and fresh concrete, if Party A intends to subcontract the purchasing of these materials to Party B.

Dogovoreno je da nakon potpisivanja ugovora, Strana A i Strana B mogu potpisati aneks ugovora o nabavci armaturnih koševa i svežeg betona, ukoliko Strana A namerava da podugovori nabavku ovih materijala sa Stranom B.

9.1.3 乙方在施工过程中不得擅自更换材料，若乙方施工时发现材料有质量问题应及时通知甲方。

During construction, Party B shall not change materials without Party A's approval and shall promptly notify Party A of any quality problems.

Tokom izgradnje, Strana B neće menjati materijale bez odobrenja Strane A i odmah će obavestiti Stranu A o svim problemima sa kvalitetom.

9.1.4 乙方提供的材料，乙方应妥善保管，丢失或损坏，造成的损失均由乙方承担。

Party B shall make sure all the materials are properly stored. If any loss or damage happened, the loss shall be borne by Party B.

Strana B će se pobrinuti da svi materijali budu pravilno uskladišteni. Ako se desi bilo kakav gubitak ili oštećenje, gubitak će snositi Strana B.

9.2 机械设备使用和管理/Usage and Management of Machine & Equipment / Upotreba i upravljanje mehanizacijom i opremom

9.2.1 施工所用机械，由乙方提供，并包括在施工单价中，甲方若临时使用乙方机械，双方应提前签订使用台班单价或小时单价，若乙方临时使用甲方机械，也需提前签订使用台班单价或小时单价。

The machine and equipment used for construction shall be provided by Party B and the cost shall be included in the unit price. If Party A temporarily uses Party B's machine and equipment, both parties shall sign the unit price in advance, and vice versa.

Mehanizaciju i opremu koje se koriste za izgradnju obezbediće Strana B, a troškovi će biti uključeni u jediničnu cenu. Ako Strana A privremeno koristi mašine i opremu Strane B, obe strane će unapred potpisati jediničnu cenu i obrnuto.

9.2.2 乙方提供的机械设备，乙方应加强管理和维护，并保证完好率和工作效率，因乙方机械故障等造成的损失由乙方负全责。

Party B shall strengthen the management and maintenance of the machine and equipment provided by Party B, and ensure the serviceability rate and working efficiency. Party B shall be fully responsible for the loss caused by the mechanical failure of Party B.

Strana B će pojačati upravljanje i održavanje mašina i opreme koje obezbeđuje Strana B, i obezbediće stopu upotrebljivosti i radnu efikasnost. Strana B je u potpunosti odgovorna za gubitak uzrokovan mehaničkim kvarom Strane B.

9.2.3 施工用动力能源由乙方承担，费用包括在施工单价中。

The construction power and energy shall be borne by Party B, and the cost shall be included in the unit price.

Troškove struje i energije koja se koristi za izgradnju snosi strana B, a troškovi će biti uključeni u jediničnu cenu.

9.2.4 施工用水用电由乙方自行解决，并承担费用。

Construction water and electricity shall be provided by Party B at its own expense.

Vodu i struju koje se koriste u izgradnji obezbeđuje Strana B o svom trošku.

10.健康，安全，环境保护和安保/ Health, Safety, Environmental Protection and Security / Bezbednost i zdravlje na radu, zaštita životne sredine i obezbeđenje

10.1 乙方应当负责维护工地以及所有乙方机械、车辆、设备、设施、材料供应和运转，以及乙方控制的或与乙方相关的施工过程中使用的所有其他资源的整洁、干净和安全。乙方应当检查工地以确定工程过程中出现的缺陷、潜在的伤害来源或者危险条件和操作。乙方应当将该缺陷或者风险告知其员工和甲方代表，并且采取修复措施。

Party B shall be responsible for maintaining all the Party B 's machinery, vehicles, equipment, facilities, materials supply and operation on site, as well as keeping other resources which are used by (or related to) Party B clean and safe during the construction period. Party B shall inspect the site to determine defects, potential sources of injury or hazardous conditions and operations occurring in the course of construction. Party B shall inform its employees and Party A's representatives of the defects or risks and take corrective measures.

Strana B će biti odgovorna za održavanje svih mašina, vozila, opreme, objekata, snabdevanje materijalom i rad Strane B na gradilištu, kao i za održavanje čistih i bezbednih drugih resursa koje koristi (ili u vezi sa) Strana B tokom perioda izgradnje. Strana B će pregledati lokaciju kako bi utvrdila nedostatke, potencijalne izvore povreda ili opasnih uslova i operacija koje se dešavaju u toku izgradnje. Strana B će obavestiti svoje zaposlene i predstavnike Strane A o nedostacima ili rizicima i preduzeti korektivne mere.

10.2 乙方应当遵循工程施工所在地适用的所有法律（国际、国家、当地或者其他法律）以及甲方和业主的 HSE 规定，包括防火、健康、环境保护和安保规定。

Party B shall comply with all laws (international, national, local or other laws) applicable at the site of construction and HSE regulations of Party A and the Employer, including fire prevention, health, environmental protection and security regulations.

Strana B će poštovati sve zakone (međunarodne, nacionalne, lokalne ili druge zakone) koji se primenjuju na mestu izgradnje i propise bezbednosti i zdravlja na radu Strane A i Naručioca, uključujući propise o zaštiti od požara, zdravlju, zaštiti životne sredine i bezbednosti.

10.3 乙方应当熟悉和遵循业主和甲方关于健康、安全、环境保护和安全的政策和说明的要求。乙方应当确保在工程施工过程中采用的所有服务、材料和乙方的物品均符合当地政府或者其他当地行政机构颁布的法律、法规和要求。

Party B shall be familiar with and comply with the Employer's and Party A's health, safety, environmental protection and security policies and instructions. Party B shall ensure that all services, materials and goods of Party B used during the construction of the project comply with laws, regulations and requirements issued by the local government or other local administrative authorities.

Strana B će biti upoznata i pridržavati se politike i uputstava o zdravlju, bezbednosti, zaštiti životne sredine i obezbeđenja Naručioca i Strane A. Strana B će obezbediti da sve usluge, materijali i dobra Strane B koji se koriste tokom izgradnje projekta budu u skladu sa zakonima, propisima i zahtevima koje izdaju lokalne vlasti ili drugi lokalni administrativni organi.

10.4乙方应当在工程开工之前编写和提交书面的健康、安全和环境计划以及应急响应方案以获得甲方的批准。该计划应当与工程的风险水平相符。乙方还应当提供乙方的安全组织及其责任说明。

Party B shall prepare and submit a written health, safety and environment plan and emergency response plan for party A's approval prior to commencement of the project. The plan should correspond to the risk level of the project. Party B shall also provide party B's safety organization and its responsibility description.

Strana B će pripremiti i dostaviti pisani plan zdravlja, bezbednosti i životne sredine i plan reagovanja u vanrednim situacijama na odobrenje strani A pre početka projekta. Plan treba da odgovara nivou rizika projekta. Strana B će takođe obezbediti bezbednosnu organizaciju strane B i opis njene odgovornosti.

10.5 乙方应当自费且确保其所有的员工获得法律和业主规定中要求的必要的安全培训及工作培训及特种作业培训。如甲方或业主要求，乙方应当提供该类培训的证明和作业资格。

Party B shall, at its own expense, ensure that all of its employees receive the necessary safety training, work training and special operations training required by law and the Employer's regulations. If requested by Party A or the Employer, Party B shall provide the certificate and qualification of such training.

Strana B će, o svom trošku, obezbediti da svi njeni zaposleni prođu neophodnu obuku o bezbednosti, radnu obuku i obuku za specijalne operacije koja je propisana zakonom i propisima Naručioca. Na zahtev Strane A ili Naručioca, Strana B će obezbediti sertifikat i kvalifikaciju takve obuke.

10.6 乙方应当自担费用确保乙方的机械操作人员、司机持有所在国规定的相关作业执照。因其任何危险操作造成事故的，由乙方承担全部责任。

Party B shall, at its own expense, ensure that party B's machine operators and drivers have the relevant operating licenses required by the local government. Party B shall take full responsibility if any accident happens due to it's any dangerous operation.

Strana B će, o svom trošku, obezbediti da rukovaoci mašina i vozači strane B imaju odgovarajuće dozvole za rad koje zahteva lokalna uprava. Strana B preuzima punu odgovornost ako se dogodi bilo kakva nesreća zbog bilo koje opasne operacije.

10.7 乙方应当负责维持和提高其员工的安全意识，包括安排定期的安全会议和应急演练。
Party B shall be responsible for maintaining and improving the safety awareness of its employees, including arranging regular safety meetings and emergency drills.
Strana B će biti odgovorna za održavanje i unapređenje svesti o bezbednosti svojih zaposlenih, uključujući organizovanje redovnih sastanaka o bezbednosti i vežbi u vanrednim situacijama.

10.8 尽管有甲方代表或甲方人员在场，如果工程施工过程中发生任何事故或者事件，应当由乙方负责，除非是由甲方直接责任导致。按照甲方的要求，乙方应当将所有事件、事故和未遂事故报告给甲方，报告应包括调查和后续整改措施以防止类似事故的发生。尽管有上述规定，涉及设备或者人员或者环境的事故或者安全事件发生后，无论该事件或事故是否导致人身伤害或者财产损害或者环境污染，乙方应立即向甲方报告。如果甲方认为事故或事件性质严重，乙方应当进行彻底调查且不要求甲方承担任何费用，并于事故发生后十四（14）天内以甲方要求的形式向甲方提交详细的事故调查报告。
Notwithstanding the presence of party A's representatives or party A's personnel, party B shall be responsible for any accident or incident occurring during the construction, unless Party A is directly responsible for it. As required by Party A, Party B shall report all incidents, accidents and near-misses to Party A, including investigation and follow-up corrective measures to prevent the occurrence of similar accidents. Notwithstanding the above provisions, Party B shall immediately report to Party A any accident or safety incident involving equipment or personnel or the environment, regardless of whether the accident or accident results in personal injury or property damage or environmental pollution. If Party A considers the accident or the nature of the incident to be serious, Party B shall conduct a thorough investigation without requiring Party A to bear any costs and submit a detailed accident investigation report to Party A in the form required by Party A within fourteen (14) days after the occurrence of the accident.
Bez obzira na prisustvo predstavnika Strane A ili osoblja strane A, strana B će biti odgovorna za bilo kakvu nesreću ili incident koji se dogodi tokom izgradnje, ukoliko za isti nije direktno odgovorna Strana A. U skladu sa zahtevima Strane A, Strana B će prijaviti sve incidente, nesreće i skoro nesreće Strani A, uključujući istragu i naknadne korektivne mere za sprečavanje pojave sličnih nesreća. Bez obzira na gore navedene odredbe, Strana B će odmah prijaviti Strani A svaki udes ili bezbednosni incident koji uključuje opremu ili osoblje ili životnu sredinu, bez obzira da li je nesreća ili nezgoda rezultirala ličnim povredama ili oštećenjem imovine ili zagađenjem životne sredine. Ako Strana A smatra da je nesreća ili priroda incidenta ozbiljna, Strana B će sprovesti detaljnu istragu bez zahtevanja od Strane A da snosi bilo kakve troškove i dostaviće detaljan izveštaj o istrazi nesreće Strani A u obliku koji zahteva Strana A u roku od četrnaest. (14) dana od nastanka nezgode.

10.9 乙方应当任命一位称职的人员作为安全专员，就与工程施工相关的所有安全事项向乙方代表提出建议。如果甲方认为该人员能力不够或者不称职，甲方有权利拒绝接受安全专员的任命。工程开工之前，乙方应当就安全专员的任命向甲方发出通知。被任命的人员应当具备相应资格，并且具有类似工程的工作经验。

Party B shall appoint a competent safety specialist, in charging of offering advises to the representative of Party B on all safety matters related to the construction of the project. Party A has the right to refuse to accept the appointment of the safety specialist if party A considers the person incompetent or unqualified. Prior to the commencement of the project, Party B shall notify Party A of the appointment of a safety specialist. The appointee should have appropriate qualifications and experience in similar projects.

Strana B će imenovati kompetentno lice za bezbednost, koji će biti zaduženo za pružanje saveta predstavniku Strane B o svim bezbednosnim pitanjima u vezi sa izgradnjom na projektu. Strana A ima pravo da odbije da prihvati imenovanje lica za bezbednost ako strana A smatra da je lice nesposobno ili nekvalifikovano. Pre početka projekta, Strana B će obavestiti Stranu A o imenovanju lica za bezbednost. Imenovani treba da ima odgovarajuće kvalifikacije i iskustvo u sličnim projektima.

10.10 乙方应当自担费用提供甲方规定的工程施工所需的充足的急救设备、灭火器以及其他安全设备。根据本合同，乙方应当采取专业的方式养护设备。乙方应当根据法律、规定或者行业标准的要求定期验证上述设备。乙方应当保留所有设备的最新记录。

Party B shall, at its own cost, provide sufficient first-aid equipment, fire extinguishers and other safety equipment required by Party A for the construction of the project. According to this Subcontract, Party B shall maintain the equipment in a professional manner. Party B shall periodically verify the equipment in accordance with laws, regulations or industry standards. Party B shall keep up-to-date records of all equipment.

Strana B će, o sopstvenom trošku, obezbediti dovoljnu opremu za prvu pomoć, aparate za gašenje požara i drugu bezbednosnu opremu zahtevanu od Strana A za izgradnju na projektu. Prema ovom podugovoru, Strana B će održavati opremu na profesionalan način. Strana B će periodično verifikovati opremu u skladu sa zakonima, propisima ili industrijskim standardima. Strana B će voditi ažurnu evidenciju o svoj opremi.

10.11 为满足工程施工的安全性能需要，乙方应当自担费用为其员工提供充足的个人防护设备。

Party B shall, at its own cost, provide adequate personal protective equipment for its employees to meet the safety requirements of the project construction.

Strana B će, o sopstvenom trošku, obezbediti adekvatna lična zaštitna sredstva za svoje zaposlene kako bi ispunila bezbednosne zahteve izgradnje na projektu.

10.12 乙方应当允许甲方代表或者其指定的第三方员工，包括政府代表，监督工程施工、进入工地、获得人员记录等，以便业主检查或者审计与工程安全性和施工环境相关的行为。

Party B shall allow Party A's representatives or its designated third party employees, including government representatives, to supervise the construction of the project, enter the site, obtain personnel records, etc., so that the Employer can inspect or audit the activities related to the safety and environment of the project.

Strana B će dozvoliti predstavnicima Strane A ili imenovanim zaposlenima treće strane, uključujući predstavnike vlade, da nadgledaju izgradnju na projektu, uđu na lokaciju, pribave evidenciju osoblja, itd., tako da Naručilac može da izvrši pregled ili revidira ponašanje vezano za bezbednost i životnu sredinu na projektu.

10.13 乙方应当确保参加工程施工的所有人员身体健康。如果员工出现医学残疾，包括乙方认为不会对员工参与工程施工产生负面影响的医学残疾，乙方应当在工程开工之前向甲方报告。如果甲方要求，乙方应当提供其员工的医学证明。

Party B shall ensure that all personnel involved in construction are in good health. If any employee has a medical disability, including the disability that Party B considers will not negatively affect the employee's participation in the project, Party B shall report to Party A before the commencement of the project. If requested by Party A, Party B shall provide medical certificates of its employees.

Strana B će osigurati da svo osoblje uključeno u izgradnju bude dobrog zdravlja. Ako bilo koji zaposleni ima zdravstveni invaliditet, uključujući invaliditet za koji Strana B smatra da neće negativno uticati na učešće zaposlenog u projektu, Strana B će to prijaviti Strani A pre početka projekta. Na zahtev Strane A, Strana B će obezbediti lekarska uverenja svojih zaposlenih.

10.14 乙方应当自担费用，负责其员工的医疗福利，包括在工地上提供合格的医疗人员和医疗设备。乙方应当负责安全其员工进行定期体检，如有必要，乙方应当做出医疗撤退、照料、治疗或者住院治疗安排，包括为可能发生的意外事故为其员工购买保险。

Party B shall, at its own expense, be responsible for the medical welfare of its employees, including the provision of qualified medical personnel and medical equipment on the site. Party B shall be responsible for ensuring that its employees take regular physical examinations and, if necessary, make arrangements for medical evacuation, care, treatment or hospitalization, including purchasing insurance for its employees in the event of a possible accident.

Strana B će, o svom trošku, biti odgovorna za medicinsku pomoć svojim zaposlenima, uključujući obezbeđivanje kvalifikovanog medicinskog osoblja i medicinske opreme na gradilištu. Strana B će biti odgovorna da obezbedi da njeni zaposleni obavljaju redovne fizičke preglede i, ako je potrebno, napraviti dogovor za medicinsku evakuaciju, negu, lečenje ili hospitalizaciju, uključujući kupovinu osiguranja za svoje zaposlene u slučaju moguće nesreće.

10.15 根据甲方的健康、安全和环境政策说明，乙方应当重视环境问题，例如空气、水、土壤、动植物等，为避免因施工行为发生负面影响，应自担费用将因施工对环境的影响降至最低。乙方应当遵循塞尔维亚现有的与工程施工排放物相关的法律规章。

According to the policy statement regarding to Party A's health, safety and environmental, Party B shall pay attention to environmental issues, such as air, water, soil, plants and animals, etc. In order to avoid the negative impact resulted from construction behavior, Party B shall bear its own cost to reduce the impact on the

environment at a minimum level. The Party B should follow the existing laws and regulations regarding to emissions associated with construction in Serbia.

Prema izjavi o politici koja se odnosi na zdravlje, bezbednost i životnu sredinu Strane A, Strana B će obratiti pažnju na pitanja životne sredine, kao što su vazduh, voda, zemljište, biljke i životinje, itd. Strana B snosi sopstvene troškove za smanjenje uticaja na životnu sredinu na minimalni nivo. Strana B treba da poštuje postojeće zakone i propise u vezi sa emisijama na izgradnji u Srbiji.

10.16 如果甲方认为设备、人员或者工程条件不安全或者不符合甲方的规定，甲方代表应当有权禁止工程开工或者停止部分工程施工。

If Party A considers that the equipment, personnel or engineering conditions are unsafe or do not conform to Party A's requirements, Party A's representative shall have the right to prohibit the commencement of the project or suspend the construction of part of the project.

Ako Strana A smatra da uslovi opreme, osoblja ili izgradnje nisu bezbedni ili da nisu u skladu sa zahtevima Strane A, predstavnik Strane A ima pravo da zabrani početak projekta ili obustavi izgradnju na delu projekta.

10.17 乙方严重或者重复违背本合同中健康、安全和环境条款的要求，或者乙方在持续十（10）天内拒绝或者不能补救任何有害的工作操作或者按照要求改善或者更换设备，将会构成实质性违约。在这种情况下，甲方有权暂停或终止本合同。

Party B's serious or repeated breach of the health, safety and environment provisions of this Contract, or Party B's refusal or failure to remedy any harmful work operation or to improve or replace equipment as required within a continuous period of ten (10) days, shall constitute a material breach. In this case, Party A has the right to suspend the works or terminate this subcontract.

Ozbiljno ili ponovljeno kršenje odredbi ovog Ugovora o zdravlju, bezbednosti i životnoj sredini od Strane B, ili odbijanje ili neuspeh Strane B da ispravi bilo koju štetnu radnu operaciju ili da poboljša ili zameni opremu po potrebi u neprekidnom periodu od deset (10) dana, predstavljaju materijalnu povredu. U ovom slučaju, Strana A ima pravo da obustavi radove ili raskine ovaj Podugovor.

10.18 根据甲方的政策，乙方的员工在甲方场所和工地工作时，应当持有甲方签字批准的通行证。

According to Party A's policy, party B's employees shall hold a pass permission signed and approved by Party A when working at Party A's premises and site.

Prema politici Strane A, zaposleni Strane B će imati dozvolu za prolaz potpisanu i odobrenu od strane A kada rade u prostorijama i na lokaciji Strane A.

10.19 除了甲方和乙方的员工，如果没有甲方的批准，工地上不能出现其他人员。

No one other than Party A and Party B's employees shall be present on the site without party A's approval.

Niko osim zaposlenih Strane A i Strane B neće biti prisutan na gradilištu bez odobrenja Strane A.

11. 其他特殊条款/Other Special Provisions / Ostali posebni uslovi

11.1 通讯联络/ Communication / Komunikacija

11.1.1 所有双方通讯、通知和其他沟通应采用英文以书面形式适当地提交给另一方（地址如下所示），口头沟通不构成本合同项下的有效通知。只有当合同各方收到书面通知时，本合同项中任何规定发出的通知才被视为已提交。如果收到的通知的日期不是工作日，或在正常工作时间后，则收到通知的日期视为下一个工作日。任何一方都可以改变文件接收人和地址，但必须书面通知对方确认。

All communications, notices and other communications between the parties shall be properly made in English in written forms and sent to the other party at the address set forth below, and oral communication shall not constitute valid notice under this Subcontract. Any notice provided under this Contract shall be deemed to have been given only when the parties have received such notice in writing. If notice is received on a date other than a working day, or after normal working hours, the date on which the notice is received is deemed to be the next working day. Either party may change the recipient and address of the document, but must notify the other party in writing for confirmation.

Sva komunikacija, obaveštenja i druga komunikacija između strana biće pravilno izvedeni na engleskom jeziku u pisanoj formi i poslati drugoj strani na dole navedenu adresu, a usmena komunikacija neće predstavljati važeće obaveštenje prema ovom Podugovoru. Svako obaveštenje dato u okviru ovog Ugovora smatraće se datim tek kada su strane primile takvo obaveštenje u pisanoj formi. Ako je obaveštenje primljeno na dan koji nije radni dan, ili nakon uobičajenog radnog vremena, datumom prijema obaveštenja smatra se naredni radni dan. Svaka strana može promeniti primaoca i adresu dokumenta, ali mora pisanim putem obavestiti drugu stranu radi potvrde.

11.1.1 甲方通讯地址如下/Mailing address of Party A / Poštanska adresa Strane A:

通讯地址/Mailing address/Poštanska adresa： Bikovo 33, Subotica.

E-mail: sdhsvrsu@gmail.com

11.1.2 乙方通讯地址如下/Mailing address of Party B / Poštanska adresa Strane B:

通讯地址/Mailing address / Poštanska adresa: Tadije Sondermajera 10J, 11070 Novi Beograd.

E-mail: office@lhr.rs

11.2 不可抗力/Force Majeure / Viša sila

11.2.1 不可抗力事件指受影响一方不能合理控制的，无法预料或即使可预料到也不可避免且无法克服，并于本协议签订日之后出现的，使该方对本协议全部或部分的履行在客观上成为不可能或不实际的任何事件。此等事件包括但不限于洪水、台风、地震、海啸等其他自然灾害、罢工、骚动、暴乱及战争（不论曾否宣战）、甲方与业主签订的主合同的终止。

Force Majeure event means any event beyond the reasonable control of the affected party, which is unforeseeable or unavoidable, or insurmountable even if foreseeable, and occurs after signature of this Subcontract, making the performance of this Subcontract in whole or in part objectively impossible or impractical. Such events include but are not limited to floods, typhoons, earthquakes, tsunamis and other natural disasters, strikes, riots and wars (whether declared or not), and termination of the Main Contract signed between Party A and the Employer.

Događaj više sile označava svaki događaj van razumne kontrole pogođene strane, koji je nepredvidiv ili neizbežan, ili nepremostiv čak i ako je predvidljiv, a nastaje nakon potpisivanja ovog Podugovora, čineći izvršenje ovog Podugovora u celini ili delimično objektivno nemogućim ili nepraktičnim. Takvi događaji uključuju, ali nisu ograničeni na poplave, tajfune, zemljotrese, cunamije i druge prirodne katastrofe, štrajkove, nemire i ratove (bilo da su proglašeni ili ne) i raskid Glavnog ugovora potpisanog između Strane A i Naručioca.

11.2.2 不可抗力事件发生时，双方应立即通过友好协商决定如何执行本合同。不可抗力事件或其影响终止或消除后，甲乙双方须立即恢复履行各自在本合同项下的各项义务。如不可抗力及其影响无法终止或消除而致使协议任何一方丧失继续履行协议的能力，则双方可协商解除合同或暂时延迟合同的履行。在这种情况下，乙方有权携带所有机械设备和人员离开施工现场。乙方是否返回施工现场将另行协商。

In case of force majeure, both parties shall immediately decide how to execute this Subcontract through amicable negotiation. Upon termination or elimination of the force majeure event or its effects, both parties shall immediately resume performance of their respective obligations in this Subcontract. If the force majeure event and its effects cannot be terminated or eliminated so that either party loses the ability to continue to perform the Subcontract, both parties may terminate the Subcontract or temporarily suspend the performance of the Subcontract through negotiation. In that case, Party B has the right to leave the construction site with all machinery and equipment and personnel. Return of Party B to the construction site will be subject to negotiation.

U slučaju više sile, obe strane će odmah odlučiti kako će izvršavati ovaj Podugovor putem prijateljskih pregovora. Po prestanku ili otklanjanju događaja više sile ili njegovih efekata, obe strane će odmah nastaviti sa izvršavanjem svojih obaveza iz ovog Podugovora. Ako se događaj više sile i njegovi efekti ne mogu prekinuti ili eliminisati tako da bilo koja strana izgubi mogućnost da nastavi da izvršava Podugovor, obe strane mogu raskinuti Podugovor ili privremeno suspendovati izvršenje Podugovora putem pregovora. U tom slučaju, strana B ima pravo da napusti gradilište sa svim mašinama i opremom i ljudstvom. Vraćanje na gradilište Strane B biće predmet pregovora.

11.2.3 如果任何一方被不可抗力妨碍或阻碍履行合同义务，此义务方不负担违约责任，但受不可抗力影响履行义务的那一方要立即通知另一方该不可抗力，包括有关的合理的完整细节并在此不可抗力造成暂停施工时通知对方。

If any party does not fulfill its contractual obligations because of the force majeure, the affected party shall not bear the responsibility for breaching Subcontract, the party who is influenced by the force majeure shall inform the other party about the force majeure immediately including the complete reasonable details and inform the other party if the force majeure leads to suspension of the construction.

Ako bilo koja strana ne ispuni svoje ugovorne obaveze zbog više sile, pogođena strana neće snositi odgovornost za kršenje Podugovora, strana koja je pod uticajem više sile će odmah obavestiti drugu stranu o višoj sili uključujući potpune razumne detalje i obavesti drugu stranu ako viša sila dovede do obustave izgradnje.

11.2.4 如果不可抗力影响了所有或部分工作的，双方协商确定应对措施，包括是否延缓或终止部分或全部工作。当不可抗力事件发生时，各方应尽其所能将不可抗力对本工程的影响降至最低，一方在已经制止了不可抗力的影响下，应通知另一方。

If force majeure affects all or part of the work, both parties shall negotiate to take countermeasures, including whether to postpone or terminate part or all of the work. When the force majeure event occurs, each party shall try its best to minimize the impact of the force majeure event on the Project. If the impact of the Force Majeure event has been stopped, one party shall notify the other party.

Ako viša sila utiče na ceo posao ili deo posla, obe strane će pregovarati da preduzmu protivmere, uključujući odlaganje ili prekid dela ili celog posla. Kada dođe do događaja više sile, svaka strana će pokušati da svede na minimum uticaj događaja više sile na Projekat. Ako je uticaj više sile zaustavljen, jedna strana će obavestiti drugu stranu.

11.2.5 甲方同业主签订的合同中关于不可抗力的描述和相关条款，作为本条款的补充，与本合同本条款具有相同的法律效力。

The provisions of force majeure and relevant clauses in the Contract signed between Party A and his Employer shall be supplementary to this clause and have the same legal effect with the force majeure provisions in the Subcontract.

Odredbe više sile i relevantne tačke u Ugovoru potpisanom između Strane A i njenog Naručioca biće dopuna ovoj tački i imaće isto pravno dejstvo sa odredbama više sile u Podugovoru.

11.2.6 因不可抗力给乙方造成的损失，甲方无需承担任何责任，也无需向乙方支付费用。

Party A shall not be liable for any loss caused by force majeure to Party B, nor pay any compensation to Party B.

Strana A neće biti odgovorna za bilo kakav gubitak prouzrokovan višom silom Strani B, niti platiti bilo kakvu nadoknadu Strani B.

11.3 违约责任/Responsibility of Breaching the Subcontract / Odgovornost za kršenje Podugovora

11.3.1 因乙方原因导致本合同无法履行，在甲方有权利选择其他分包商并终止本分包合同。

If this Subcontract cannot be performed for reasons attributable to Party B, Party A has the right to choose other subcontractors, and to terminate the Subcontract.

Ako se ovaj Podugovor ne može izvršiti iz razloga koji se pripisuju Strani B, Strana A ima pravo da izabere druge podizvođače i raskine Podugovor.

11.3.2 本分包工程所需的各种材料和设备由乙方负责供应（根据本合同第 9 条），乙方保证能提供监理工程师满意的符合工程需要的材料和设备。

Party B shall be responsible for the supply of all materials and equipment required for the subcontracted works (in accordance with Article 9 of this contract), and party B shall guarantee that the provided materials and equipment can meet the requirements of project and meet the satisfaction of the supervising engineer.

Strana B je odgovorna za nabavku svih materijala i opreme potrebnih za podugovorene radove (u skladu sa članom 9. ovog ugovora), i strana B garantuje da obezbeđeni materijali i oprema mogu ispuniti zahteve projekta i zadovoljiti Nadzornog inženjera.

11.4 合同的中止和终止/The Suspension and Termination of Subcontract / Suspenzija i raskid Podugovora

11.4.1 无论乙方是否违约，根据甲方与业主签订的主合同规定，业主可随时自行选择终止整个或部分工程。乙方收到甲方转发的任何此类终止通知，乙方同意配合甲方对此类终止合同所造成的损失按照甲方与业主合同规定向业主提出索赔，如果因为乙方未能尽职配合给甲方造成损失，责任和损失由乙方承担，索赔成功且收到业主补偿款后，按照本合同相关索赔条款规定进行。

In accordance with the Contract between Party A and his Employer, the Employer may terminate the whole or part of the project at any time at his discretion, regardless of whether Party B breaches the Subcontract. Party A will forward the notice of termination to Party B and Party B shall cooperate with Party A to claim against the Employer for such termination in accordance with the Main Contract. If any loss is caused to Party A due to Party B's failure to cooperate, Party B shall bear the responsibility and losses. If the claim is successful and the compensation from the Employer could be received, Party A would pay to Party B according to relevant claim clauses of this Subcontract.

U skladu sa Ugovorom između Strane A i njenog Naručioca, Naručilac može da raskine ceo ili deo projekta u bilo kom trenutku po svom nahođenju, bez obzira da li Strana B prekrši Podugovor. Strana A će proslediti obaveštenje o raskidu Strani B, a Strana B će sarađivati sa Stranom A na tužbi protiv Naručioca za takav raskid u skladu sa Glavnim ugovorom. Ako Strani A nastane bilo kakav gubitak zbog propusta Strane B da sarađuje, Strana B snosi odgovornost i gubitke. Ako je zahtev uspešan i kompenzacija od Naručioca može biti primljena, Strana A će platiti Strani B u skladu sa relevantnim tačkama o potraživanju ovog Podugovora.

11.4.2 由于不可抗力或非甲方原因造成乙方施工暂时中止，乙方不得因任何理由向甲方提出费用补偿，中止期间不计算工期。若因乙方原因引起的施工中止，中止期间计算工期，乙方无权延长施工工期。

If the construction of Party B is temporarily suspended due to force majeure or reasons not attributable to Party A, Party B shall not claim for compensation to Party A for any reason, and the construction period shall not be calculated during the suspension. If the construction is suspended for reasons attributable to Party B, the construction period shall be calculated during the suspension and Party B is not entitled to an extension of the construction period.

Ako je izgradnja Strane B privremeno obustavljena zbog više sile ili razloga koji se ne mogu pripisati Strani A, Strana B neće potraživati kompenzaciju Strani A iz bilo kog razloga, a period izgradnje neće se računati tokom obustave. Ako je izgradnja obustavljena iz razloga koji se mogu pripisati Strani B, period izgradnje će se računati tokom obustave i Strana B nema pravo na produžetak perioda izgradnje.

11.5 争端的解决方式/Settlements of Disputes / Rešavanje sporova

11.5.1 甲乙双方同意如遇争执，双方将采用协商解决，如无法协商解决，可通过贝尔格莱德商事法院解决。

Party A and Party B agree that any dispute shall be settled through negotiation. If no agreement can be reached through negotiation, the dispute shall be settled through the commercial court of Belgrade.

Strana A i Strana B saglasne su da će se svaki spor rešavati pregovorima. Ako se pregovorima ne može postići sporazum, spor se rešava preko Privrednog suda u Beogradu.

11.6 遵守法律/Abidance by Law / Poštovanje zakona

11.6.1 如果乙方发现本合同与任何适用法律之间存在差异、矛盾或者冲突，乙方应当在合同签订前向甲方发出善意通知，合同各方应当同意对本合同做出修正。如果乙方没有能够发现乙方应该发现的该类差异、矛盾或者冲突，乙方应当承担由此造成的所有费用。

If Party B finds any discrepancy, contradiction or conflict between this Subcontract and any applicable law, Party B shall give a notice to Party A in good faith before signing this Subcontract and the parties hereto shall agree to make amendment to this Subcontract. If Party B fails to discover such differences, inconsistencies or conflicts as should be discovered by Party B, Party B shall bear all resulted expenses.

Ako Strana B otkrije bilo kakvo odstupanje, protivrečnost ili sukob između ovog Podugovora i bilo kog primenljivog zakona, Strana B će obavestiti stranu A u dobroj veri pre potpisivanja ovog Podugovora i strane će se saglasiti da izvrše izmene i dopune ovog Podugovora. Ako Strana B ne otkrije takve razlike, nedoslednosti ili sukobe koje bi trebalo da otkrije Strana B, Strana B snosi sve nastale troškove.

11.6.2 乙方承诺，乙方及其团体的成员未经过甲方允许，不得和业主或当地其他机构进行基于主合同和本合同相关的表态、宣传、泄密、承诺。应当采取所有必要的措施保证其员工遵循商业行为和道德的国际要求，以及反腐败和反行贿受贿的国际要求，以及适用的塞尔维亚国家法律，若乙方违反此承诺由此引起的纠纷和造成的经济损失由乙方承担。

Party B undertakes that, without permission of Party A, Party B and its employees shall not make statements, publicity, disclosure or promises with the Employer or other local authorities in connection with the Main Contract and this Subcontract. Party B shall take all necessary measures to ensure that its employees comply with international requirements on business conduct and ethics, as well as international requirements on anti-corruption and anti-bribery, as well as applicable laws of Serbia. If Party B breaches this commitment, it shall be liable for any resulting disputes and economic losses.

Strana B se obavezuje da, bez dozvole Strane A, Strana B i njeni zaposleni neće davati izjave, objave, obelodanjivanja ili obećanja Naručiocu ili drugim lokalnim vlastima u vezi sa Glavnim ugovorom i ovim Podugovorom. Strana B će preduzeti sve neophodne mere da obezbedi da njeni zaposleni budu u skladu sa međunarodnim zahtevima o poslovnom ponašanju i etici, kao i međunarodnim zahtevima o borbi protiv korupcije i mita, kao i važećim zakonima Srbije. Ako Strana B prekrši ovu obavezu, biće odgovorna za sve nastale sporove i ekonomske gubitke.

11.6.3 乙方应当保障甲方及其甲方人员免遭由于乙方或乙方人员违背适用法律、渎职、恶意行为或违反合同所导致的任何类型和性质的索赔、损害、损失和开支（包括法律费用和开支）。

Party B shall indemnify Party A and its personnel against all claims, damages, losses and expenses (including legal fees and expenses) of any kind and nature arising out of party B or its personnel's breach of applicable laws, negligence, willful acts or breach of Subcontract.

Strana B će obeštetiti Stranu A i njeno osoblje za sva potraživanja, oštećenja, gubitke i troškove (uključujući pravne takse i troškove) bilo koje vrste i prirode koji proističu od strane B ili njenog osoblja zbog kršenja važećih zakona, nemara, namernih radnji ili kršenja Podugovora.

11.6.4 甲方有义务按照分包合同履行义务，积极配合乙方的工作。如果甲方的行为不符合签订的合同或违反乙方的要求，甲方应按照第 8.2.4 条赔偿乙方的损失。在这种情况下，乙方有权遣散一台或多台机器和/或终止合同。

Party A is obliged to perform its obligations in accordance with the Subcontract, to actively follows the work of Party B. If the behavior of Party A is not in accordance with the signed Contract or violates the requirements of Party B, Party A shall compensate Party B's loss in accordance with Article 8.2.4. In that case, Party B has the right to demobilize one or more machines and/or terminate the Contract.

Strana A je dužna da izvršava svoje obaveze u skladu sa Podugovorom, da aktivno prati rad Strane B. Ukoliko ponašanje Strane A nije u skladu sa potpisanim Ugovorom ili krši zahteve Strane B, Strana A ce nadoknaditi gubitke Strane B, u skladu sa tačkom 8.2.4. U tom slučaju, Strana B ima pravo da demobiliše jednu ili više mašina i/ili raskine Ugovor.

12. 合同的应用/The Application of Subcontract / Primena Podugovora

12.1 合同的生效条件和失效条件：双方签署合同即生效，工期（包括准备期）根据 4.1 条款计算。双方履行完合同约定的义务，全部付款完毕，合同失效。

Effective and invalidity conditions of the Subcontract: The Subcontract shall come into force upon signature of both parties, and the construction period (including the preparation period) shall be calculated in accordance with Article 4.1 of the Subcontract. The Subcontract shall become invalid upon completion of both parties' obligations and all payments have been made.

Važeći i nevažeći uslovi Podugovora: Podugovor će stupiti na snagu potpisivanjem obe strane, a period izgradnje (uključujući pripremni period) će se računati u skladu sa tačkom 4.1 Podugovora. Podugovor postaje nevažeći po završetku obaveza obe strane i izvršenju svih plaćanja.

12.2 除本协议另有规定外，未经甲方书面同意，乙方不得转让其在本协议项下的全部或部分权利或义务。

Unless otherwise specified in this agreement, without Party A's written consent, Party B shouldn't assign all or parts of its rights or obligations under this Agreement to others.

Osim ako nije drugačije navedeno u ovom ugovoru, bez pisane saglasnosti Strane A, Strana B ne bi trebalo da ustupi sva ili delove svojih prava ili obaveza iz ovog Ugovora drugima.

12.3 本合同及其附件构成双方全部协议，并取代双方以前就该等事项而达成之全部口头或书面的协议、合约、理解和通信。

This Subcontract and its appendixes shall be regarded as the full agreement between two parties, and it will replace any previous verbal or written agreement, Subcontract, understanding and communication which is made before this contract is issued.

Ovaj podugovor i njegovi prilozi smatraće se potpunim sporazumom između dve strane i zamenjuje svaki prethodni usmeni ili pisani sporazum, podugovor, razumevanje i komunikaciju koji su napravljeni pre izdavanja ovog ugovora.

12.4 本协议任何一条款成为非法、无效或不可强制执行并不影响本协议其它条款的效力及可强制执行性。

The illegality, invalidity or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of other provisions.

Nezakonitost, nevaljanost ili nesprovodivost bilo koje odredbe ovog Ugovora neće uticati na valjanost i sprovodljivost drugih odredbi.

12.5 本协议或其附件的修订仅可经书面协议并经双方法人或其授权的代表签字才生效。

Amendments to this Agreement or its appendixes shall be effective only by written agreement and signed by legal persons or authorized representatives of both parties.

Izmene i dopune ovog Ugovora ili njegovih aneksa stupaju na snagu samo ako su pisanim putem dogovorene i potpisane od strane pravnih lica ili ovlašćenih predstavnika obe strane.

12.6 除非另有规定，一方未行使或延迟行使其在本协议项下的权利、权力或特权并不构成对这些权利、权力或特权的放弃，而单一或部分行使这些权利、权力或特权并不排斥任何其它权利、权力或特权的行使。

Except as otherwise specified, the failure or delay of a party in exercising its right, power or privilege under this Agreement shall not constitute a waiver of such right, power or privilege, and the single or partial exercise of such right, power or privilege shall not preclude the exercise of any other right, power or privilege.

Osim ako je drugačije naznačeno, neuspeh ili kašnjenje strane u ostvarivanju svog prava, moći ili privilegije prema ovom Ugovoru ne predstavlja odricanje od takvog prava, ovlašćenja ili privilegije, a jedno ili delimično korišćenje tog prava, ovlašćenja ili privilegije će ne isključuje korišćenje bilo kog drugog prava, moći ili privilegije.

12.7 本协议附件是本协议不可分割的组成部分，并与本协议具有同等约束力。

Appendixes of this Agreement form an integral part of this Agreement and are equally binding with this Agreement.

Prilozi ovog Ugovora čine sastavni deo ovog Ugovora i podjednako su obavezujući sa ovim Ugovorom.

12.8 若出现了合同中未约定的内容，双方协商并签订补充协议，补充协议作为本协议的补充文件，与本协议拥有相同的法律效力。

For issues not covered by this agreement, both parties shall negotiate and sign a supplementary agreement. The supplementary agreement shall serve as a supplementary document to this Agreement and have the same legal effect as this Agreement.

Za pitanja koja nisu obuhvaćena ovim ugovorom, obe strane će pregovarati i potpisati aneks ugovora. Aneks ugovora će služiti kao dopunski dokument ovom Ugovoru i imaće isto pravno dejstvo kao i ovaj Ugovor.

12.9 在本分包合同中，业主指塞尔维亚铁路基础设施有限公司和塞尔维亚共和国政府建设、运输和基础设施部及其继任者，以及中国铁路国际有限公司和中国交通建设有限公司的联营体。

In this subcontract, the Employer refers to Railway Infrastructure Serbia Co., Ltd. and Ministry of Construction, Transport and Infrastructure of Government of the Republic of Serbia and their successors, as well as the Joint Venture of China Railway International Co., Ltd. & China Communications Construction Company Ltd.

U ovom podugovoru, Naručilac je Železnička infrastruktura Srbije AD. i Ministarstvo građevinarstva, saobraćaja i infrastrukture Vlade Republike Srbije i njihovi naslednici, kao i Joint Venture of China Railway International Co., Ltd. & China Communications Construction Company Ltd.

12.10 在本分包合同中，主合同是指甲方与中国铁路国际有限公司和中国交通建设有限公司联营体签订的合同。

In this subcontract, the Main Contract refers to the Contract signed between Party A and his Employer "Joint Venture of China Railway International Co., Ltd. & China Communications Construction Company Ltd."

U ovom Podugovoru, Glavni ugovor se odnosi na Ugovor potpisan između Strane A i njenog Naručioca "Joint Venture of China Railway International Co., Ltd. & China Communications Construction Company Ltd."

12.11 本合同用中文、英语和塞语书就。若条款中三种语言有任何差异的话，英语具有优先解释权。

This subcontract is made in Chinese, English and Serbian. In the event of any discrepancy between the three languages, the English version shall prevail.

Ovaj Podugovor je napravljen na kineskom, engleskom i srpskom jeziku. U slučaju bilo kakvog neslaganja između tri jezika, engleska verzija će imati prednost.

12.12 本合同一式四份，甲乙双方各执两份。

This Subcontract is made in quadruplicate, with each party holding two copies.

Ovaj Podugovor je sačinjen u četiri primerka, pri čemu svaka strana poseduje dva primerka.

附件/Appendixes / Prilozi

1.乙方的报价单/Party B's Offer (NO.250/22, dated on 16.12.2022) /Ponuda Strane B (Br. 250/22, od 16.12.2022)

SHANDONG LUQIAO GROUP CO. LTD
OGRANAK BEOGRAD-Novi Beograd

Party A Signature
甲方签字
Potpis Strane A

Name/姓名/ Ime i prezime: Wang Yong

Date/日期/ Datum:
2022.12.29

PRIVREDNO DRUŠTVO ZA PROMET, GRAĐEVINARSTVO I INŽENJERING
LHR DOO BEOGRAD (NOVI BEOGRAD)

Party B Signature
乙方签字
Potpis strane B

Name/姓名/ Ime i prezime:Duška Nedeljković Vidojević

Date/日期/ Datum:
2022.12.29

D.O.O.
PRIVREDNO DRUŠTVO ZA PROMET GRAĐEVINARSTVO I INŽENJERING

11070 NOVI BEOGRAD,
Tadije Sondermajera 10J
Tel:(011)318-09-32, 318-09-35
Tel/fax (011) 318-55-97
e-mail: office@lhr.rs
www.lhr.rs

Shandong Luqiao Group Co.ltd Ogranak Beograd-Novi Beograd
Address: Trg Prijateljstva Srbije i Kine, br.4, 7F, 11070 Novi Beograd-Beograd
Zhang Weilong, Planning and Contract Department
Email: sdhsvrsu@gmail.com
Mob: +381 6365 0517

LHR DOO
Broj: 250/22
Datum: 16.12. 2022 god.
BEOGRAD

Na Vaš zahtev dostavljamo Vam našu
At Your request we are submitting our

INOVIRANA PONUDU
INNOVATED OFFER

Kojom nudimo izvođenje probnih bušenih šipova Ø1200mm L=39m' za most na km 131+830:

- *Ispitni šip sa zaštitnim kolonama prvih 30m i bentonitnom suspenzijom, i*
- *Pomoćni šipovi sa zaštitnim kolonama prvih 10m i bentonitnom suspenzijom*

a prema predračunu u prilogu ponude (deonica pruge Novi Sad- Subotica -Državna granica (Kelebija).

With which we offer the execution of trial drilled piles Ø1200mm L=39m' for the bridge at km 131+830:

- Test pile with protective columns for the first 30m and bentonite suspension, i
- Auxiliary piles with protective columns for the first 10m and bentonite suspension,

according to the BOQ in the attachment (railway section Novi Sad- Subotica - State border (Kelebija).

Ponuda je napravljena na osnovu dostavljene projektne dokumentacije za izvođenje – PZI i Geomehaničkog elaborata. .Ponuda važi za količine definisane predmerom i predračunom

The offer was made based on the submitted Execution Design documentation and Geomechanically study. The offer is valid for the quantities defined by the bill of quantities

Dužina bušenja probnog šipa se računa od vrha kote radne platforme sa koje se buše šipovi .Dužina bušenja pomoćnih šipova se računa prema projektovanoj dužini osim u slučajevima kada slepo bušenje prelazi 3m. U tom slučaju će se dodatno slepo bušenje koje iznosi preko 2m obračunavati prema cenama iz predmera

The length of the test pile drilling is calculated from the top of the elevation of the working platform from which the piles are drilled. The drilling length of the auxiliary pile shall be calculated according to the design length, except in cases when blind drilling exceeds 3m. In that case, additional blind drilling which is over 2m will be calculated according to the prices from BoQ

Maksimalna dužina bušenja šipova računajući od vrha kote radne platforme sa koje se buše šipovi je 45m.

The maximum length of pile drilling, counting from the top of the elevation of the working platform from which the piles are drilled, is 45m.

Cena ugradnja sveže betonske mešavine i ugradnja armature u šip su dati kroz jediničnu cenu bušenja šipa.

The price of the installation of fresh concrete mixture and installation of reinforcement in the pile is given through the unit price of drilling the pile.

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e-mail: office@lhr.rs
www.lhr.rs

Obračun količina definiše se prema stvarno izvedenim količinama priznatih u građevinskoj knjizi.
The calculation of quantities is defined according to the actual quantities recognized in the construction book.

Cene su data za bušenje u materijalima do IV kategorije po GN200. Bušenje u V kategoriji uvećava iediničnu cenu 2,5 puta. Za kategorije više od V ne vrširno bušenie
Prices are given for drilling in materials up to the IV category per GN200. Drilling in the V category increases the unit price by 2.5 times. For categories higher than V, we do not drill

U cenu nisu uračunati pripremni radovi – Obaveza Naručioca
The price does not include preparatory works - Obligation of the Employer

- *Obezbeđenje građevinske dozvole i svih drugih potrebnih dozvola i saglasnosti*
  Securing a bilding permit and all other necessary permits and approvals.
- *Uklanjanje sa mesta rada podzemnih i nadzemnih prepreka (objekti, instalacije (struja, voda, kanalizacija, PTT), stari temelji,drveće i sl.)*
  Removal of underground and aboveground obstacles from the work site (facilities, installations (electricity, water, sewerage, PTT), old foundations, trees, etc.)
- *Formiranje radnog platoa sa kojeg se izvode šipovi treba da bude ravan i izgrađen od nasutog,ocednog materijala (tucanika ili sli.), zbijenog (uvaljanog) u sloju od min 30cm potrebne nosivosti 50 MPa, radi omogućavanja kretanja mašine za izvođenje šipova, dodatno potrebne teške mehanizacije i miksera sa betonom do svakog šipa.*
  The formation of the working platform from which the piles will be made should be flat and built of filled, draining material (gravel or similar), compacted (rolled) in a layer of at least 30 cm with a required load capacity of 50 MPa, in order to allow the movement of the pile machine, additionally required heavy machinery and concrete mixers to each pile.
- *Obezbeđenje pristupnih puteva, prilazne rampe za ulazak i izlazak sa gradilišta, nesmetan prilaz svakom šipu.*
  Ensure the access roads, as well as access ramps to enter and exit from the construction site, unobstructed access to each pile.
- *Obezbeđenje prostora za smeštaj građevinskih kancelarija (kontejner)*
  Provision space for accommodation of site office (container).
- ***Izrada bazena za isplaku***
  Construction of basin for bentonite suspension

Ostale obaveze Naručioca:
Other obligations of the Employer

- *Geodetsko obeležavanje položaja šipova,*
  Geodetic marking of the position of piles,
- *Blagovremena nabavka i doprema gotovih armaturnih koševa pripremljenih za ugradnju na dohvat bušaće garniture.*
  Timely supply and transport of ready-made reinforcement cages delivered to the reach of the piling rig for the installation.

D.O.O.
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Tel:(011)318-09-32 , 318-09-35
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- *Blagovremena nabavka i doprema betona do levka kontraktorske cevi (uz upotrebu pumpe po potrebi) prema dinamici izvođenja radova, bez odlaganja ili zastoja .Količina betona potrebna za izradu šipa u visini od 1m iznad projektovane kote ne ulazi u rastur betona. Usled produženog trajanja betonaže zbog dubine šipa potrebno je da beton ima odložen početak vezivanja od minimalno 8h*
  Timely supply and transport of concrete franco tremie pipe **(with the use of a pump if necessary)** according to dynamics of works, without stopping or delays . The amount of concrete required to make a pile at a height of 1m above the projected elevation it is a not part of overconsumption. Due to the extended duration of concreting due to the depth of the pile, it is necessary for the concrete to have a delayed start of setting of at least 8 hours
- *Blagovremeni utovar i odvoz zemlje iz bušotina.*
  Timely loading and removal of earth from boreholes.
- *Krajcovanje vrhova šipova*
  Cutting-off top of the piles.
- *Kontinuitet u poslu*
  Ensure work continuity .

Dinamika izrade zavisi od potrebe Investitora.
Dynamics of works depends on the needs of the Investor.

U slučaju da Naručilac neispunjavanjem svojih obaveza (neblagovremene pripreme radnog platoa sa koga se izvode šipovi, problema pri obezbeđivanju pristupnih puteva za kretanje mašina po gradilištu, neblagovremene sporuke materijala, privremenom prekidu radova po nalogu Nadzornog organa, itd.), izazove prekid ili zastoj duži od 3 (tri) časa, dužan je da Izvođaču plati na ime ugovorne kazne iznos od 135 evra po času, odnosno 1350 evra po danu, ako prekid i zastoj budu računati u danima. Zatoj i prekid do 3 (tri) časa neće se računati, kod zastoja i prekida preko 3 (tri) časa obračunavaće se svaki čas.
In the event that the Client, by failing to fulfill its obligations (untimely preparation of the working platform from which the piles are driven, problems in providing access roads for the movement of machines around the construction site, untimely delivery of materials, temporary interruption of works by order of the Supervisory Authority, etc.), causes an interruption or a stoppage of longer of 3 (three) hours, he is obliged to pay the Contractor an amount of 135 euros per hour, i.e. 1350 euros per day, if interruption and stoppage are counted in days. Therefore, interruptions of up to 3 (three) hours will not be counted, in the case of downtime and interruptions over 3 (three) hours, each hour will be calculated.

Sve ostale detalje regulisali bi ugovorom. Za sve dalje dogovore stojimo Vam na raspolaganju.
All other details would be defined by the Contract. For any other agreements, we are at Your disposal.

S poštovanjem, /With kind regards,

Tehnička priprema
Technical preparation

PRIVREDNO DRUŠTVO ZA PROMET, GRAĐEVINARSTVO I INŽENJERING
LHR DOO BEOGRAD

PREDMER I PREDRAČUN RADOVA / BOQ
IZRADU PROBNIH ŠIPOVA Ø1200mm / FOR MAKING TEST PILES Ø1200mm
ZA MOST NA km131+830 / FOR BRIDGE ON km131+830

Pos.	OPIS RADOVA	DESCRIPTION OF WORKS	jed.mere / unit	količina / quantity	cena po jed.mere/ price per unit (€)	Ukupno / Total (€)
I	PRIPREMNI RADOVI	PREPARATORY WORKS				
1	**Transport dodatne opreme - dodadtne zaštitne kolone, dodatne kontraktorske cevi za šip od 39m'** od stacionara Izvodjača do gradilista i nazad.	**Transport of additional equipment - additional casing, additional tremy pipe for pile of 39m'** from the Contractor's station to the construction site and back.	kom/pcs	1	3,200.00 €	3,200.00 €
	Lokalni transport mašine i opreme sa montažom i demontažom mašine	Local transport of machinery and equipment with assembly and disassembly of machinery	kom/pcs	1	3,200.00 €	3,200.00 €
1	Priprema radnog platoa za izradu probnog šipa i dva pomoćna šipa .	Preparation of a working platform for making a test pile and two auxiliary piles.				Obligation of the Client Radi Naručilac radova
2	Obeležavanje šipova .	Marking piles.	kom/pcs	3	0.00 €	Obligation of the Client Radi Naručilac radova
	UKUPNO PRIPREMNI RADOVI:	TOTAL PREPARATORY WORKS:				6,400.00 €
II	ZEMLJANI RADOVI	EARTHWORKS				
3	Bušenje jednog probnog šipova Ø1200mm sa zaštitnim kolonama prvih 30m i ostatak sa bentonitnom suspenzijom. U cenu uračunato bušenje, ugradnja armature sa spajanjem do 5 segmenata žabicama, ugradnja betona kontraktorskim postupkom, uklanjanje iskopanog materijala sa pozicije šipa radi daljeg odvoza na deponiju. Utovar i odvoz zemlje iz Iskopa radi Naručilac radova. **Maksimalna dubina bušenja 45m'** Obračun se vrši po **m' bušenja računajući od kote radne platforme.**	Drilling one test pile Ø1200mm with protective columns for the first 30m and the rest with bentonite suspension. The price includes drilling, installation of reinforcement with the connection of up to 5 segments with quick couplers, installation of concrete with tremie pipes, and removal of excavated material from the pile position for further transportation to the landfill. Loading and removal of soil from Excavation are done by the Employer. **Maximum drilling depth 45m'** The calculation is made per **m' of drilling calculating from the top of the elevation of the working platform**	m'	39.00	220.50 €	8,599.50 €
	Bušenje dva pomoćna šipova Ø1200mm sa zaštitnim kolonama prvih 10m i ostatak sa bentonitnom suspenzijom. U cenu uračunato bušenje, ugradnja armature sa spajanjem do 5 segmenata žabicama, ugradnja betona kontraktorskim postupkom, uklanjanje iskopanog materijala sa pozicije šipa radi daljeg odvoza na deponiju. Utovar i odvoz zemlje iz Iskopa radi Naručilac radova. **Maksimalna dubina bušenja 45m'** Obračun se vrši po m' projektovane dužine šipa.	Drilling two auxiliary piles Ø1200mm with protective columns for the first 10m and the rest with bentonite suspension. The price includes drilling, installation of reinforcement with the connection of up to 5 segments with quick couplers, installation of concrete with tremie pipes, and removal of excavated material from the pile position for further transportation to the landfill. Loading and removal of soil from Excavation are done by the Employer. **Maximum drilling depth 45m'** The calculation is made per m' design length of pile	m'	60.00	190.24 €	11,474.40 €
	UKUPNO ZEMLJANI RADOVI:	TOTAL EARTHWORKS:				20,073.90 €

REKAPITULACIJA: RECAPITULATION

I	PRIPREMNI RADOVI:	PREPARATORY WORKS:	6,400.00 €
II	ZEMLJANI RADOVI:	EARTHWORKS:	20,073.90 €
		Ukupno / Total:	26,473.90 €

LHR DOO BEOGRAD